# **Concurrent Enrollment Agreement**

This Agreement is entered into by and between the Crawford Central School District (hereinafter referred to as the "School District") and Edinboro 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 formally terminated pursuant to this Agreement.

### 2. Concurrent Enrollment Committee

The Concurrent Enrollment Committee appointed for the term of this Agreement is comprised of the following individuals:

comprised of the following marviadals.	
Dr. Stephanie Williams	Edinboro University, Director of Clinical Experiences and Partnerships
Dr. Erinn Lake	Edinboro University, Dean, School of Education
Dr. Mary Jo Melvin	Edinboro University, Chair, Department of Early Childhood and Reading
Dr. Whitney Wesley	Edinboro University, Chair, Department of Middle and Secondary Education and Educational Leadership
Dr. Scott Miller	Edinboro University, Dean, College of Arts, Humanities, and Social Sciences and School of

Humanities, and Social Sciences and School of Business; and Interim Dean, College of Science and Health Professions

Ms. Jennifer Galdon

Director, K-12 Curriculum, Crawford Central School

District

Mr. John Higgins Principal, Meadville Area Senior High School

Mr. Donald Wigton Principal, Cochranton Jr./Sr. High School

### 3. Student Eligibility

- A. Students who meet all of the following criteria are qualified to participate in the program:
  - 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 grades and credits completed, GPA, and SAT scores.
  - c. The student demonstrates readiness for college-level coursework in the intended subject area of study, as determined by the University. The University will determine readiness based on the home high school recommendation and required prerequisites.
  - d. Students must maintain good standing in their School District as outlined in the code of conduct according to School District policy. Disciplinary actions per the School District code of conduct will also impact continued participation in the concurrent enrollment program.
- B. Students that do not meet the criteria listed under section A may be permitted to enroll in concurrent enrollment courses if they meet the following alternative criteria and receive appropriate approval from both the University and the School District:
  - a. Case by case review by home school principal or guidance counselor using grades, curriculum, PSSA scores, and success in core curriculum courses.
  - b. Students who are in the 10<sup>th</sup> grade may participate in the program as long as the following criteria are met:
    - Standardized test scores, Gifted Individual Education and Evaluation Reports, Guidance Counselor or School Psychologist recommendation regarding social maturity and academic readiness are submitted to the University admissions office prior to enrollment in college courses through concurrent enrollment.
- C. In order to remain in this program, the student must maintain a minimum cumulative grade point average (GPA) of 2.00 in each semester/session the student is enrolled. When less than a 2.00 GPA is posted, the student will be placed on probation and will need to bring their average GPA to a 2.00 before regaining position in the program. If, after being placed on probation, the student is unable to achieve a 2.00 GPA they will be suspended from the University and unable to continue in the program.
- D. Upon receipt of an earned grade of C- or lower, the student will discontinue with further concurrent enrollment courses until they re-take the same course and receive a grade of C or higher. Repeat exceptions must be approved through the Dean of the University's School of Education and Registrar's Office.
- E. The student while enrolled in any University course shall comply with its academic policies and requirements. However, the applicable academic policies/degree

requirements in effect for the student will be as they exist at the time of the student's enrollment into the program.

- F. The student while enrolled in a University course shall comply with its discipline policies and requirements. These policies will be communicated through the online policy manual and course syllabus.
- G. Crawford Central School District students will be given the option to attend dual enrollment entry level courses on the Edinboro campus or online. The course availability will be determined on a semester basis and provided to school administrators and guidance counselors.

#### 4. Courses offered

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

- A. The courses are non-remedial.
- B. The courses fulfill General Education requirements or are in education, teacher preparation tracks.
- 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. Courses offered must appear in the University catalog.

Courses shall be offered in accordance with the terms of this Agreement and Article XVI-B of the Public School Code.

Location: Edinboro campus or online, as determined by course availability.

Instructor: To be determined based on course availability.

Secondary credits/graduation requirement equivalent:

A. Maximum number of concurrent enrollment students to be enrolled in these courses in the fall 2021, 2022, 2023 semester:

30

B. Maximum number of concurrent enrollment students to be enrolled in these courses in the spring 2022, 2023, 2024 semesters:

30

C. Total approved cost for this course:

\$300

a. Allowable tuition:

\$300

b. Fees:

\$0

D. A concurrent enrollment student will be responsible for:

a. Tuition:

\$300

b. Fees:

\$0

c. Books:

To be determined by district

### 5. Student Credit

Students will not be allowed to enroll in more than 24 postsecondary credits through concurrent enrollment per academic year.

In order to successfully complete a course listed in this Agreement, students must earn a minimum grade point average of 2.0 in each course.

The School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling graduation requirements.

The University will award postsecondary credit to students who successfully complete courses identified 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 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 courses.

#### 6. Promotional material

Both the University and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures for concurrent enrollment to parents and students.

# 7. Additional Administrative Responsibilities

The following will be responsible for the tasks listed below:

- A. Registration: School District administration in cooperation with the University.
  - a. Student will have course listed on their schedule at School District.
  - b. Student will be simultaneously registered at the University.
- B. Record Keeping: The University will maintain records during each year that ten or more concurrent enrollment students enroll directly at the University. The University will submit aggregate data as listed below to the RCI/DE program by July 15<sup>th</sup> of each school year. (Records required for concurrent enrollment only.)
  - a. Number of students applied, accepted, and enrolled
  - b. Average GPA in English and mathematics
  - c. Courses taken in the first year
  - d. Number returning year two
  - e. End of year two GPA
- C. Fiscal Transactions: Student invoicing for tuition and fees will consist of a process involving the School District, the University, and the families. Students not sponsored for tuition will be responsible for the tuition payment.
- D. The University will provide students with information on how to access academic support for concurrent enrollment classes.
- E. The University will provide library privileges to concurrent enrolled students.
- F. The University will require signed releases from the students to provide grades to the home school and parent.
- G. University course instructors at School District will provide office hours, on site, for the convenience of the students.
- H. University course instructors at School District shall acquire all required background checks pursuant to Pennsylvania and federal law, including but not necessarily limited to: (1) criminal history record information report from the Pennsylvania State Police; (2) a child abuse certification from the Pennsylvania Department of Human Services; and (3) a federal history record information report obtained by submitting a full set of fingerprints to the FBI, as so required by Act 153 of 2014 and Act 15 of 2015 and any other applicable law. These documents must be submitted to, and be approved by, the School District's Human Resources Department prior to the instructor having direct contact with students.
- I. University course instructors must receive and review copies of the School District's child abuse reporting and suicide prevention policies prior to commencing instruction with School District students.
- J. University course instructors shall not be considered to be employees or independent contractors of the School District by virtue of their involvement with the program.
- K. 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 Accessibility Services will coordinate necessary accommodations.

#### 8. FERPA

Both institutions recognize that they are bound to comply with the Family Educational Rights and Privacy Act of 1974 (Buckley Amendment) in the administration of student records and personal information for individuals enrolled in their institutions through this Agreement.

# 9. Notification of Communication

The University will regularly communicate regarding changes to admission and candidacy requirements, curriculum requisites, third party standards for accreditation and licensure, as well as any other relevant issues. Both institutions agree to communicate the conditions of this agreement to their respective stakeholders, external and internal. In addition to the ongoing responsibilities for notification, communication and cooperation established herein, the University will review this agreement every academic year and will make reasonable adjustments and amendments as deemed appropriate for the improvement of the transfer process and student matriculation to graduation.

### 10. Applicable Law

The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

# 11. Liability and Insurance

Neither of the Institutions shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the Institutions do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the Pennsylvania State System of Higher Education or the University.

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 and 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.

#### 12. Notice

In the event of breach or suit, the following will be served with notice via first class mail or overnight commercial carrier:

#### **IU/School District:**

Superintendent Crawford Central School District 11280 Mercer Pike Meadville, PA 16335

### **Edinboro University:**

Legal Notices: Vice President for Finance and Administration

Edinboro University of Pennsylvania

219 Meadville Street Edinboro, PA 16444

Programmatic

Notices:

Provost and Vice President for Academic Affairs

Edinboro University of Pennsylvania

219 Meadville Street Edinboro, PA 16444 (814) 732-2729

### 13. Force Majeure

Neither institution shall have liability for any failure to perform or delay in performance due to any circumstance beyond its reasonable control, such as but not limited to fire, flood, work stoppage or strikes, loss of the use of a building or buildings due to construction or maintenance problems, acts of God and the like.

### 14. Accreditations

Implementation and interpretation of this agreement will be consistent with applicable and mandatory policies and procedures established by the appropriate accreditation bodies, the United States Department of Education, and other agencies that have jurisdiction over the operation of either institution. Both institutions shall maintain their respective individual accreditation and this agreement shall be binding only so long as that accreditation is maintained by both parties. Both agree to notify the other in the event of changes to their accreditations.

### 15. Termination Provision

This Agreement shall be effective upon execution by both parties and all necessary Commonwealth officials. 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.

### 16. Modification

This Agreement shall only be modified in writing with the same formality as the original Agreement.

# 17. Relationship

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.

# 18. Third Party Beneficiaries

This agreement is not a third party beneficiary contract and confers no rights upon any students or employees of the parties.

### 19. Non-Discrimination

The Parties agree to continue their respective policies of nondiscrimination based on Applicable Law, including Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and the Americans with Disabilities Act. The School District agrees to cooperate with the University in any investigation of an allegation of discrimination and to report any known incident in which the University Student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University.

# 20. Binding Signatures

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.

# 21. Entire Agreement

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.

# **Signature Page**

For the School District:

Mr. Thomas Washington

Superintendent, Crawford Central School

District

President, Board of School Directors-CCSD

9/28/21 Date

For Edinboro University:

Dale Elizabeth Pehrsson, D.Ed.

Interim President of Edinboro University

9.30.2021

Date