

Concurrent Enrollment Agreement

This Agreement is entered into by and between the Northwest Tri-County Intermediate Unit (IU5) (hereinafter referred to as the “School District”) and Edinboro University of Pennsylvania (hereinafter referred to as the “College”). This agreement sets out the terms and conditions of the dual enrollment program offered by these two institutions in accordance with Article XVI of the Public School Code (hereinafter “Program”).

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

1. Term

The term of this agreement shall be from July 1, 2018 - June 30, 2019.

2. Dual Enrollment Committee

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

| | |
|----------------------------|---|
| <u>Dr. Doris Gernovich</u> | Northwest Tri-County Intermediate Unit Board of Directors |
| <u>Dr. Dean Maynard</u> | Northwest Tri-County Intermediate Unit, Executive Director |
| <u>Mary Jones</u> | Northwest Tri-County Intermediate Unit, Coordinator RCI |
| <u>Merrilyn Dunlap</u> | Clarion University of Pennsylvania, Interim Director of Admissions |
| <u>Janet Bowker</u> | Edinboro University of Pennsylvania, Director of Operations |
| <u>Dr. Linda Fleming</u> | Gannon University, Dean, College of Humanities, Business, and Education |
| <u>Steve Gregg</u> | Mercyhurst University (at Booker T. Washington Center/Corry Campus) – Director of Programming |
| <u>Erik Kincade</u> | Fairview School District, Superintendent |
| <u>Kimberly Jensen</u> | Fairview School District, Guidance Counselor |
| <u>Richard Emerick</u> | Fort LeBoeuf School District, Superintendent |
| <u>Charissa Uveges</u> | Fort LeBoeuf School District, Guidance Counselor |
| <u>Donna Miller</u> | Girard School District, Superintendent |
| <u>Darrin Mayes</u> | Girard School District, Guidance Counselor |
| <u>William Hall</u> | Millcreek School District, Superintendent |
| <u>Christine Rys</u> | Millcreek School District, Guidance Counselor |
| <u>Pamela Miller</u> | Millcreek School District, Guidance Counselor |
| <u>Scott Boyd</u> | Millcreek School District, Guidance Counselor |
| <u>John Hansen</u> | Northwestern School District, Superintendent |
| <u>Yvonne Teed</u> | Northwestern School District, Director of Curriculum |
| <u>Gayle Gollmer</u> | Northwestern School District, Guidance Counselor |
| <u>Dr. Sandra Myers</u> | Union City Area School District, Superintendent |
| <u>Kimberly Dawson</u> | Union City Area School District, Guidance Counselor |
| <u>Kenneth Berlin</u> | Wattsburg Area School District, Superintendent |

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 College. The College will determine readiness based on the home high school recommendation and required prerequisites.
 - d. The student has scored an acceptable score on the placement exam deemed appropriate by the College for the dual enrollment course to be taken.
 - e. Students must maintain good standing in their home 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 dual enrollment.
- B. Students that do not meet the criteria listed under section A may be permitted to enroll in dual enrollment courses if they meet the following alternative criteria and receive appropriate approval from both the College 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 9th or 10th grade level 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 dual enrollment.
- C. In order to remain in this program, the student must maintain a minimum grade of 2.0 in each dual enrollment course in which the student is enrolled.
- D. Upon receipt of a D or F for a dual enrollment course, the student will discontinue with further dual enrollment courses until they re-take the same course and receive a minimum grade of 2.0. Exceptions must be approved through the Director and Outreach Coordinator, The Porreco College Office.

- E. The student while enrolled in any Edinboro 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 an Edinboro University course shall comply with its discipline policies and requirements.

4. 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.
- E. Courses offered must appear in the College catalog.

The following courses shall be offered in accordance with the terms of this Agreement and Article XVI of the Public School Code:

Course 1: See attached list for the proposed courses. The list is subject to change depending on enrollment numbers and faculty availability. Additional courses are as listed in the College catalog.

Location: See attached

Instructor: See attached

College Credits: 3

Secondary credits/graduation requirement equivalent:

- A. Maximum number of dual enrollment students to be enrolled in this course in the fall 2018 semester: 30
- B. Maximum number of dual enrollment students to be enrolled in this course in the spring 2019 semester: 30
- C. Total approved cost for this course: \$375
 - a. Allowable tuition: \$375

b. Fees: \$0

- Students enrolled in this course are responsible for their own transportation.
- The school entity will provide transportation.

D. A dual enrollment student will be responsible for:

- a. Tuition: \$375
- b. Books: \$ To be determined by course
- c. Fees: \$0

5. Student Credit

Students will not be allowed to enroll in more than 24 postsecondary credits through dual enrollment per academic year. Any student who wishes to take more than six credits per semester shall obtain prior approval from the Director of Student Transitions office.

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

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 College will award postsecondary credit to students who successfully complete courses identified in this Agreement as identified above. The College 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 College following graduation from secondary school, the College 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 College 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 dual enrollment to parents and students.

7. Additional Administrative Responsibilities

The following people will be responsible for the tasks listed below:

- A. Registration: Northwest Tri-County Intermediate Unit, College contact, and the school district guidance counselor
- B. Record Keeping: The College will maintain records during each year that ten or more dual enrollment students enroll directly at the College. The College will submit aggregate data as listed below to the RCI program by July 15th of each school year. (Records required for dual 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 placed in remedial courses
 - e. Number returning year two
 - f. End of year two GPA

Progress Reports (for RCI off-campus courses): The college faculty member will provide progress reports to students in danger of failing, every 8 weeks (D or below). A copy will also be provided to the RCI program.

- C. Fiscal Transactions: Student invoicing for tuition and fees will consist of a process involving the RCI Program (Northwest Tri-County Intermediate Unit), the College, and the families.
- D. The College will provide students and the RCI program with information on how to access academic support for dual enrollment classes.
- E. The College will provide library privileges to dual enrolled students.
- F. The College will require signed releases from the students to provide grades to the home school and parent.

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 partnership agreement.

9. Notification of Communication

Edinboro University will regularly communicate on 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, Edinboro 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

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 High Education or the University.

12. Notice

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

IU5/School District:

Executive Director
Northwest Tri-County Intermediate Unit
252 Waterford Street
Edinboro, PA 16412

Edinboro University:

Legal Notices: Vice President of Finance and Administration
Edinboro University of Pennsylvania
Edinboro, PA 16444
(814) 732-2585

Programmatic
Notices: Provost
Edinboro University of Pennsylvania
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. Cancellation Provision

This agreement shall be effective upon execution by both parties and all necessary Commonwealth officials. Either party may terminate this agreement at any time without liability or obligation to the other party. In the event that this agreement is terminated, Edinboro University commits that students who have not yet completed a semester course in which they are currently enrolled, can do so.

Signature Page

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

For the School District:

Superintendent/Executive Director

Date

President, Board of School Directors-IU5

Date

For the University:

Date