

Dual Enrollment Agreement

This Agreement is entered into by and between the School District of Philadelphia (hereinafter referred to as the "School District") located at 7100 Henry Avenue in Philadelphia, Pennsylvania, a body corporate and political subdivision formed and existing under Pennsylvania law, acting for its W.B. Saul High School, and West Chester University of Pennsylvania (hereinafter referred to as the "University") an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania, and Steppingstone Scholars (hereinafter referred to as "Steppingstone"), an educational social mobility organization that creates pathways to college and the workforce for talented, underserved students in the City of Philadelphia. This Agreement sets out the terms and conditions of the Dual Enrollment program offered by the School District and University in accordance with Article XVI-B of the Public School Code (hereinafter "Program"). This Agreement also sets out the terms and conditions for Steppingstone to provide Steppingstone Scholar Students in their junior and senior year at Walter B. Saul High School with a designated scholarship to participate in West Chester University's dual enrollment program (hereinafter referred to as "program") for the fall 2021 semester.

The University and 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 and will expire December 31, 2021.

2. Student eligibility

School District shall ensure that students meet all the following criteria:

- a. The student is a high school junior or senior and a participant in the Steppingstone Scholars Program at Walter B. Saul High School.
- b. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the School District.
- a. In order to participate in this program, the student is required to have a secondary school cumulative grade point average of 2.8. Students who do not meet this requirement will be reviewed on a case-by-case basis. The student also must maintain a minimum grade of "C" in the dual enrollment course.
- b. The student must demonstrate readiness for college-level coursework in the intended subject area of study and must be able to work independently.

- c. Students must meet all University non-degree admissions and eligibility requirements.
- d. Students will be required to apply online to the University's non-degree program. Dual Enrollment Students are exempt from the application fee.

3. Course offered—Writing 120

The following criteria apply to the Writing 120 Course covered by this Agreement:

- a. The Writing 120 Effective Writing I course is non-remedial. This three-credit intensive course in writing that emphasizes skill in organization and awareness of styles of writing and levels of usage as ways of expressing and communicating experiences.
- b. The course is in a core academic subject as defined by the No Child Left Behind Act of 2001.
- c. The course, 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. Students who are part of this agreement will not be required to take the placement exam for Writing 120.
- e. 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. The University Course is open to 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 course being offered was determined by the University in consultation with the School District.

4. Program Details

- a. Program and Courses will be governed by the Academic Policies of the University

- b. Location: asynchronous and synchronous online hyflex and Walter B. Saul High School
- c. Instructors: TBD
- d. College credits: 3 credits
- e. Secondary credits/graduation requirement equivalent: Determined by School District
- f. Number of dual enrollment students to be enrolled in this course: Range = 25-33, at the discretion of the University, the course may be offered when enrollment is less than 15 students.
- g. Course schedule will align with the University's academic calendar, including University Fall Break, University-observed holidays, and other University closures.
- h. All non-degree students must comply with University policies including academic guidelines, requirements for attendance, class and campus behavior. All students are required remain in Good Academic Standing while at West Chester University.
- i. It is the responsibility of the student to activate their myWCU 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.

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 \$200 per credit and the minimum enrollment required in order to run a course is ten students. Dual enrollment students are exempt from the University application fee. Only Steppingstone Scholar students at Saul high school students will be enrolled in the course offered through this program. Students must meet the admission criteria established by the University.

Steppingstone Scholars shall provide Students participating in this program with a designated scholarship applied to their account at the end of the drop/add period. The \$600.00 designated scholarship will cover the tuition cost for the 3 credit Writing 120 course. There are no fees for the course.

Non-degree students are not eligible to receive Financial Aid.

6. Student Credit

These credits will count toward the student's overall non-degree credit limit of 24 credits at the University. In order to successfully complete a course under the terms of this Agreement, students must earn a minimum grade of "C". All grades received will remain on the student's permanent college transcript.

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 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. 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.

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. [For more information on this Act, see the WCU Family Education Rights and Privacy Act \(FERPA\) policy.](#)

All Parties shall agree to keep confidential all personally identifiable student information from education records provided as set forth in the Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) ("FERPA").

All data shared with the School District is considered confidential and cannot be disclosed or re-disclosed with any other third party. The information should only be shared within the School District 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.

The University will require all students to sign a specific FERPA release in order to share any information with the School District. Students have the right to rescind FERPA releases at any point in their careers at the University, at which point student data would no longer be shared with the School District. Upon receipt of the signed FERPA release from the student, the University will share the student's earned grade with the School District at the conclusion of the course.

7. Faculty / Instructors

- a. 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 proof of medical insurance coverage.
- b. University instructors shall not be considered to be employees or independent contractors of the School District by virtue of their involvement with the program.
- c. In the event a student with an I.E.P. or Section 504 plan, The School District and the University's Office of Services for Students with Disabilities will coordinate necessary accommodations.
- d. Instructors for each course shall keep attendance records of student attendance and share them with the School District on a weekly basis.

8. Mutual Terms and Conditions

- a. The School District, 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.
- b. The 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.
- c. 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 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.
- d. 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 Steppingstone Scholars 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.

- e. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. 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.
- h. This agreement is not a third party beneficiary contract and confers no rights upon any students or employees of the parties.
- i. 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.
- j. Binding Signatures and Counterparts. 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. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- k. 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 TO FOLLOW

For the School District:

William R. Hite, Jr., EdD
Superintendent for School District of Philadelphia

Date

Paul McCarthy
General Counsel (Contracts), School District of Philadelphia

Date

For Steppingstone Scholars:

Sean Vereen, President

Date

Chris Avery, Vice President of Programs

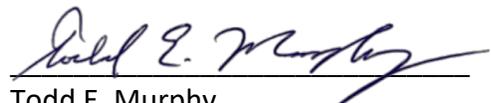
Date

For West Chester University:



Jeffrey L. Osgood, Jr., MPA PhD
Vice President for Academic Operations

9/24/20
Date



Todd E. Murphy
Vice President for Finance and Administration

10/1/21
Date

Approved as to form and legality:



Joseph Mille
University Legal Counsel

10/1/21
Date

Dual Enrollment Agreement

This Agreement is entered into by and between the School District of Philadelphia (hereinafter referred to as the "School District") located at 7100 Henry Avenue in Philadelphia, Pennsylvania, a body corporate and political subdivision formed and existing under Pennsylvania law, acting for its W.B. Saul High School, and West Chester University of Pennsylvania (hereinafter referred to as the "University") an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania, and Steppingstone Scholars (hereinafter referred to as "Steppingstone"), an educational social mobility organization that creates pathways to college and the workforce for talented, underserved students in the City of Philadelphia. This Agreement sets out the terms and conditions of the Dual Enrollment program offered by the School District and University in accordance with Article XVI-B of the Public School Code (hereinafter "Program"). This Agreement also sets out the terms and conditions for Steppingstone to provide Steppingstone Scholar Students in their junior and senior year at Walter B. Saul High School with a designated scholarship to participate in West Chester University's dual enrollment program (hereinafter referred to as "program") for the fall 2021 semester.

The University and 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 and will expire December 31, 2021.

2. Student eligibility

School District shall ensure that students meet all the following criteria:

- a. The student is a high school junior or senior and a participant in the Steppingstone Scholars Program at Walter B. Saul High School.
- b. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the School District.
- a. In order to participate in this program, the student is required to have a secondary school cumulative grade point average of 2.8. Students who do not meet this requirement will be reviewed on a case-by-case basis. The student also must maintain a minimum grade of "C" in the dual enrollment course.
- b. The student must demonstrate readiness for college-level coursework in the intended subject area of study and must be able to work independently.

- c. Students must meet all University non-degree admissions and eligibility requirements.
- d. Students will be required to apply online to the University's non-degree program. Dual Enrollment Students are exempt from the application fee.

3. Course offered—Writing 120

The following criteria apply to the Writing 120 Course covered by this Agreement:

- a. The Writing 120 Effective Writing I course is non-remedial. This three-credit intensive course in writing that emphasizes skill in organization and awareness of styles of writing and levels of usage as ways of expressing and communicating experiences.
- b. The course is in a core academic subject as defined by the No Child Left Behind Act of 2001.
- c. The course, 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. Students who are part of this agreement will not be required to take the placement exam for Writing 120.
- e. 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. The University Course is open to 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 course being offered was determined by the University in consultation with the School District.

4. Program Details

- a. Program and Courses will be governed by the Academic Policies of the University

- b. Location: asynchronous and synchronous online hyflex and Walter B. Saul High School
- c. Instructors: TBD
- d. College credits: 3 credits
- e. Secondary credits/graduation requirement equivalent: Determined by School District
- f. Number of dual enrollment students to be enrolled in this course: Range = 25-33, at the discretion of the University, the course may be offered when enrollment is less than 15 students.
- g. Course schedule will align with the University's academic calendar, including University Fall Break, University-observed holidays, and other University closures.
- h. All non-degree students must comply with University policies including academic guidelines, requirements for attendance, class and campus behavior. All students are required remain in Good Academic Standing while at West Chester University.
- i. It is the responsibility of the student to activate their myWCU 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.

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 \$200 per credit and the minimum enrollment required in order to run a course is ten students. Dual enrollment students are exempt from the University application fee. Only Steppingstone Scholar students at Saul high school students will be enrolled in the course offered through this program. Students must meet the admission criteria established by the University.

Steppingstone Scholars shall provide Students participating in this program with a designated scholarship applied to their account at the end of the drop/add period. The \$600.00 designated scholarship will cover the tuition cost for the 3 credit Writing 120 course. There are no fees for the course.

Non-degree students are not eligible to receive Financial Aid.

6. Student Credit

These credits will count toward the student's overall non-degree credit limit of 24 credits at the University. In order to successfully complete a course under the terms of this Agreement, students must earn a minimum grade of "C". All grades received will remain on the student's permanent college transcript.

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 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. 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.

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. [For more information on this Act, see the WCU Family Education Rights and Privacy Act \(FERPA\) policy.](#)

All Parties shall agree to keep confidential all personally identifiable student information from education records provided as set forth in the Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) ("FERPA").

All data shared with the School District is considered confidential and cannot be disclosed or re-disclosed with any other third party. The information should only be shared within the School District 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.

The University will require all students to sign a specific FERPA release in order to share any information with the School District. Students have the right to rescind FERPA releases at any point in their careers at the University, at which point student data would no longer be shared with the School District. Upon receipt of the signed FERPA release from the student, the University will share the student's earned grade with the School District at the conclusion of the course.

7. Faculty / Instructors

- a. 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 proof of medical insurance coverage.
- b. University instructors shall not be considered to be employees or independent contractors of the School District by virtue of their involvement with the program.
- c. In the event a student with an I.E.P. or Section 504 plan, The School District and the University's Office of Services for Students with Disabilities will coordinate necessary accommodations.
- d. Instructors for each course shall keep attendance records of student attendance and share them with the School District on a weekly basis.

8. Mutual Terms and Conditions

- a. The School District, 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.
- b. The 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.
- c. 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 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.
- d. 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 Steppingstone Scholars 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.

- e. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. 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.
- h. This agreement is not a third party beneficiary contract and confers no rights upon any students or employees of the parties.
- i. 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.
- j. Binding Signatures and Counterparts. 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. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- k. 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 TO FOLLOW

For the School District:

William R. Hite, Jr., EdD
Superintendent for School District of Philadelphia

Date

Paul McCarthy
General Counsel (Contracts), School District of Philadelphia

Date

For Steppingstone Scholars:



Sean Vereen, President

9-20-21

Date



Chris Avery, Vice President of Programs

9-20-21

Date

For West Chester University:

Jeffery L. Osgood, Jr., MPA PhD
Vice President for Academic Operations

Date

Todd E. Murphy
Vice President for Finance and Administration

Date

Approved as to form and legality:

University Legal Counsel

Date

Dual Enrollment Agreement

This Agreement is entered into by and between the School District of Philadelphia (hereinafter referred to as the "School District") located at 7100 Henry Avenue in Philadelphia, Pennsylvania, a body corporate and political subdivision formed and existing under Pennsylvania law, acting for its W.B. Saul High School, and West Chester University of Pennsylvania (hereinafter referred to as the "University") an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania, and Steppingstone Scholars (hereinafter referred to as "Steppingstone"), an educational social mobility organization that creates pathways to college and the workforce for talented, underserved students in the City of Philadelphia. This Agreement sets out the terms and conditions of the Dual Enrollment program offered by the School District and University in accordance with Article XVI-B of the Public School Code (hereinafter "Program"). This Agreement also sets out the terms and conditions for Steppingstone to provide Steppingstone Scholar Students in their junior and senior year at Walter B. Saul High School with a designated scholarship to participate in West Chester University's dual enrollment program (hereinafter referred to as "program") for the fall 2021 semester.

The University and 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 and will expire December 31, 2021.

2. Student eligibility

School District shall ensure that students meet all the following criteria:

- a. The student is a high school junior or senior and a participant in the Steppingstone Scholars Program at Walter B. Saul High School.
- b. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the School District.
- a. In order to participate in this program, the student is required to have a secondary school cumulative grade point average of 2.8. Students who do not meet this requirement will be reviewed on a case-by-case basis. The student also must maintain a minimum grade of "C" in the dual enrollment course.
- b. The student must demonstrate readiness for college-level coursework in the intended subject area of study and must be able to work independently.

- c. Students must meet all University non-degree admissions and eligibility requirements.
- d. Students will be required to apply online to the University's non-degree program. Dual Enrollment Students are exempt from the application fee.

3. Course offered—Writing 120

The following criteria apply to the Writing 120 Course covered by this Agreement:

- a. The Writing 120 Effective Writing I course is non-remedial. This three-credit intensive course in writing that emphasizes skill in organization and awareness of styles of writing and levels of usage as ways of expressing and communicating experiences.
- b. The course is in a core academic subject as defined by the No Child Left Behind Act of 2001.
- c. The course, 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. Students who are part of this agreement will not be required to take the placement exam for Writing 120.
- e. 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. The University Course is open to 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 course being offered was determined by the University in consultation with the School District.

4. Program Details

- a. Program and Courses will be governed by the Academic Policies of the University

- b. Location: asynchronous and synchronous online hyflex and Walter B. Saul High School
- c. Instructors: TBD
- d. College credits: 3 credits
- e. Secondary credits/graduation requirement equivalent: Determined by School District
- f. Number of dual enrollment students to be enrolled in this course: Range = 25-33, at the discretion of the University, the course may be offered when enrollment is less than 15 students.
- g. Course schedule will align with the University's academic calendar, including University Fall Break, University-observed holidays, and other University closures.
- h. All non-degree students must comply with University policies including academic guidelines, requirements for attendance, class and campus behavior. All students are required remain in Good Academic Standing while at West Chester University.
- i. It is the responsibility of the student to activate their myWCU 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.

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 \$200 per credit and the minimum enrollment required in order to run a course is ten students. Dual enrollment students are exempt from the University application fee. Only Steppingstone Scholar students at Saul high school students will be enrolled in the course offered through this program. Students must meet the admission criteria established by the University.

Steppingstone Scholars shall provide Students participating in this program with a designated scholarship applied to their account at the end of the drop/add period. The \$600.00 designated scholarship will cover the tuition cost for the 3 credit Writing 120 course. There are no fees for the course.

Non-degree students are not eligible to receive Financial Aid.

6. Student Credit

These credits will count toward the student's overall non-degree credit limit of 24 credits at the University. In order to successfully complete a course under the terms of this Agreement, students must earn a minimum grade of "C". All grades received will remain on the student's permanent college transcript.

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 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. 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.

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. For more information on this Act, see the WCU Family Education Rights and Privacy Act (FERPA) policy.

All Parties shall agree to keep confidential all personally identifiable student information from education records provided as set forth in the Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) ("FERPA").

All data shared with the School District is considered confidential and cannot be disclosed or re-disclosed with any other third party. The information should only be shared within the School District 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.

The University will require all students to sign a specific FERPA release in order to share any information with the School District. Students have the right to rescind FERPA releases at any point in their careers at the University, at which point student data would no longer be shared with the School District. Upon receipt of the signed FERPA release from the student, the University will share the student's earned grade with the School District at the conclusion of the course.

7. Faculty / Instructors

- a. 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 proof of medical insurance coverage.
- b. University instructors shall not be considered to be employees or independent contractors of the School District by virtue of their involvement with the program.
- c. In the event a student with an I.E.P. or Section 504 plan, The School District and the University's Office of Services for Students with Disabilities will coordinate necessary accommodations.
- d. Instructors for each course shall keep attendance records of student attendance and share them with the School District on a weekly basis.

8. Mutual Terms and Conditions

- a. The School District, 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.
- b. The 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.
- c. 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 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.
- d. 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 Steppingstone Scholars 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.

- e. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. 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.
- h. This agreement is not a third party beneficiary contract and confers no rights upon any students or employees of the parties.
- i. 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.
- j. Binding Signatures and Counterparts. 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. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- k. 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 TO FOLLOW

