

## Teacher Education Pipeline Concurrent Enrollment Agreement

This Agreement is entered into by and between Kennett Consolidated School District (hereinafter referred to as the "School District") and West Chester University of Pennsylvania (hereinafter referred to as the "University"). This Agreement sets out the terms and conditions of the Teacher Education Concurrent Enrollment program offered by these two institutions in accordance with Article XVI-B of the Public School Code (hereinafter "Program").

### Purpose

The purpose of this agreement is to increase the pipeline of students preparing to enter the teaching profession. This Teacher Education Pipeline Concurrent Enrollment program is intended to provide a pathway for students into a teacher education degree program at the University.

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

#### 1. Term and Termination

The term of this Agreement shall not exceed a period of five years from the date of execution. 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.

#### 2. Student eligibility

The School District will develop an *early exposure education pathway program* that provides *early exposure* to teaching as a profession.

#### 3. Courses offered

The University will develop continued exposure and engagement pathways for prospective candidates during their junior and/or senior years to include Concurrent Enrollment Program Courses, education career awareness events, a summer experience at the University, and outline the requirements for guaranteed admissions into an education degree program at West Chester University.

#### 4. Concurrent Enrollment Courses

##### A. Student eligibility for Concurrent Enrollment courses

School District shall ensure that students meet the following criteria:

- i. The student is a high school junior or senior.

ii. The student is interested in preparing to enter the teaching profession and is active in the early exposure education pathway program.

iii. 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 credits earned.

iv. Required minimum grades for participation:

a. For guaranteed participation:

- the student is required to have a secondary school cumulative grade point average of 2.8; and
- student also must maintain a minimum grade of "C" in the Concurrent Enrollment course.

b. If the student does not meet the GPA requirement identified above:

- the student's request to participate will be reviewed on a case-by-case basis; and
- that review shall consider, among other things, the student's actual GPA, the student's readiness for college-level coursework, and other relevant factors.

For all participating students, the School District shall notify the University if a student does not maintain a grade point average of 2.8 in the applicable subject area of study.

v. The student must demonstrate readiness for college-level coursework in the intended subject area of study and must be able to work independently.

vi. Students must meet all University non-degree admissions and eligibility requirements. Students will be required to apply online to the University's non-degree program.

#### B. Concurrent Enrollment Program Courses offered

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

i. Students may select one 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), EDP 201 (3 credits), and EDT 349 (1 credit).

ii. The courses, as offered to the **Teacher Education Pipeline** 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.

iii. The courses enforce prerequisite coursework requirements identical to those enforced for the courses when concurrent enrollment 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 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.

v. The University Courses are open to a limited number of students who meet the selection requirements. Students who successfully complete the course satisfy the School District graduation requirement as well as earn University credit: 1 - 3 credits per semester. The determination of the courses to be offered is at the discretion of the University.

vi. The University course list will be finalized 30 days prior to the start of the semester in which the courses are offered and will be attached to this document.

### C. Program Details

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

ii. Location: synchronous online, asynchronous hybrid, hyflex and/or at West Chester University Campuses.

iii. Instructors: To be determined.

iv. College credits: 1 – 3 credits per semester, up to 7 credits.

v. Secondary credits/graduation requirement equivalent: Determined by School District

vi. Number of concurrent enrollment students to be enrolled in these courses: 1-5 students per course, as space allows and at the discretion of the University. Concurrently enrolled 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.

vii. Students enrolled in this course are responsible for their own transportation and/or needed technology.

viii. 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.

ix. 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.

x. 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.

xi. Education Career Awareness Events

- a. The University will provide virtual and/or events related to majoring in Education.
- b. Possible events include:
  - Why Teaching Matters.
  - Education Day at WCU with peer panels.

xii. Summer Experience

- The University will provide a summer experience at WCU for rising seniors, graduated seniors, or students enrolled in EDT 349.

xiii. Requirements for Guaranteed Admissions into a Teacher Education degree program and other assurances at the University are as follows:

- a. Completion of the School District's Early Exposure Education Pathway Program
- b. Successful Completion of at least one education Concurrent Enrollment Program course with a minimum grade of C in each education Concurrent Enrollment Program course.  
Complete the Summer Experience at the University.
- c. Attend at least one Education Career Awareness Event offered by the University.
- d. Have a minimum 3.00 high school GPA when apply for admission
- e. Graduate from the district with a least a 3.0 high school GPA. Students who graduate from their district with below a 3.00 high school GPA will be reviewed on a case-by-case basis.
- f. Students must complete the WCU admissions process for first year students including submission of all official high school transcripts.
- g. The admissions application fee will be waived.

xiv. Other Assurances:

- a. Housing will be guaranteed provided that the students submit the housing application and required deposit by the May 1<sup>st</sup> deadline.
- b. Students will be provided with information and advice to assist with financial aid processes and available resources to include scholarships.

5. Enrollment and Cost

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 students (including WCU matriculating students).

The School District 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. The School District will ensure that students complete the enrollment form, which is available on the website of the University Registrar.

Cost and minimum enrollment will be reviewed at the time of the annual renewal of the agreement to consider changes in university costs. The cost per student shall only be modified in writing with the same formality as the original Agreement. Concurrent enrollment students are exempt from the University application fee. Students must meet the admission criteria established by the University.

Courses outside of this agreement that the University offers to concurrently enrolled students will be charged at the regularly agreed upon cost per credit.

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

#### 6. Student Credit

Students may enroll in other concurrent enrollment courses offered by the university. These courses will not be governed by the terms of this agreement. Students will not be allowed to enroll in more than 18 postsecondary credits through concurrent enrollment per academic year. These credits will count toward the student's overall non-degree credit limit of 24 credits. In order to successfully complete a course under the terms of this Agreement, students must earn a minimum grade of "C". The School District 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.

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 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 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. The University shall require students to sign a release allowing WCU to report the grade and student attendance to the School District. For more information on this Act, see the WCU Family Education Rights and Privacy Act (FERPA) policy.

#### 7. 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:

- A. All data shared with the School District is considered confidential and cannot be disclosed or re-disclosed with any other third party, except as provided below.
- B. The School District and University may exchange information on the student.
- C. Information on the student 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.
- D. 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 the School District.
- E. 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.
- F. For all other sharing purposes not described herein, the University will require students to sign a specific FERPA release.

#### 8. 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 employees or independent contractors of the School District by virtue of their involvement with the program.
- C. In the event that a student with an I.E.P. or Section 504 plan participates in Concurrent Enrollment courses, the School District's Director of Pupil Services 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.

#### 9. 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. School District and University agree not to unlawfully discriminate based on 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 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.
- D. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- E. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- F. 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.
- G. This agreement is not a third-party beneficiary contract and confers no rights upon any students or employees of the parties.
- H. 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 because 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.
- I. For the purpose of this Agreement, a copy of the party's original signature shall be considered an original signature; and as such shall be sufficient to bind such parties.
- J. 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.

For the School District:

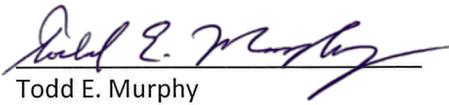
  
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Dr. Dusty Blakely  
Superintendent

5/11/2022  
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Date:

For West Chester University:

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

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Date:

  
\_\_\_\_\_  
Todd E. Murphy  
Vice President for Finance  
and Administration

5/13/22  
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Date:

Approved as to form and legality:

  
\_\_\_\_\_  
Joseph Miller  
University Legal Counsel

5/13/22  
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Date: