

# COMMONWEALTH UNIVERSITY OF PENNSYLVANIA

## CONCURRENT ENROLLMENT

### MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** is entered by and between Commonwealth University of Pennsylvania hereinafter referred to as "the University" and the Wellsboro Area School District, hereinafter referred to as "the District," a public school district under the laws of the Commonwealth of Pennsylvania, "the Commonwealth."

#### WITNESSETH:

**WHEREAS**, the University is a unit of higher learning of the State System of Higher Education of Pennsylvania; and

**WHEREAS**, the Legislature has determined by *Act 188 of 1982* that the primary mission of the State System of Higher Education of Pennsylvania is to provide high quality education at the lowest possible cost; and

**WHEREAS**, the mission of the State System of Higher Education of Pennsylvania is to provide undergraduate instruction, and opportunities for personal growth consistent with the legislated mission of the System; and

**WHEREAS**, certain students in the District may benefit from the opportunity to take classes offered by the University while enrolled in high school; and

**WHEREAS**, the University wishes to develop an Early College Program to recruit outstanding high school students to the University student body, and

**WHEREAS**, the District wishes to make certain undergraduate courses offered by the University available to the students of the District; and

**WHEREAS**, the District and the University desire to describe the features, purposes and mechanisms of the relationship by which the parties will establish a partnership in a collaborative arrangement; and

**WHEREAS**, this Agreement is intended to function as a collaborative agreement in accordance with said Board of Governors Policy 1999-02-A: Tuition.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, the parties hereto mutually agree and agree as follows:

1. **Term.** This Agreement shall be effective upon the review and approval of all the necessary party and Commonwealth officials and in effect as of the date of the last signature. The term of this agreement shall be for a total of three (3) years commencing upon the review and approval of all necessary party and Commonwealth officials. The agreement will be reviewed

at the conclusion of each year, including the ability to suggest recommended changes that satisfy the interests of the District and the University.

**2. Program Administration.**

- a. The University and the District will work together to identify appropriate courses to be delivered via concurrent enrollment and for which there is a potentially qualified teacher available, adequate facilities, and student interest at the secondary site.
- b. Where a qualified teacher and adequate facilities at the District are available, the parties will implement concurrent enrollment, which will enable high school students to take Commonwealth University courses taught by qualified high school teachers on-site in their high school.
- c. The District will identify a point of contact (POC) who will manage all administrative processes and procedures at the partner site and communicate with parents and students on behalf of the University.
- d. The District's POC will communicate course/teacher additions/deletions to the University's staff according to deadlines for the current school year.
- e. The University's staff will provide the POC with application and course enrollment materials and coordinate with the POC to establish application and enrollment timelines.
- f. The University's representatives will make every effort to participate in parent/guardian and/or student events at the request of the District's POC.
- g. The University's representatives (faculty liaisons, admissions counselors, and/or other relevant faculty/staff) will visit the District on a regular, advertised schedule and will directly communicate other University opportunities to students and parents.
- h. The faculty liaison will visit the secondary institution classroom at least once each year to assess adherence to University standards. The liaison will submit a report of the visit to the relevant Department Chairperson and Dean.
- i. The District will clearly indicate in its curricular materials that the concurrent enrollment course is a University course.
- j. The District will include a link to the University's Early College homepage on the District's website.

**3. Secondary Teacher Qualification.** The process for qualifying secondary teachers as concurrent enrollment instructors will consist of the following:

- a. Prospective concurrent enrollment secondary teachers will submit a cover letter, an updated resume, unofficial postsecondary transcript(s), and current certification(s) for review by the University's relevant academic departments and deans.

- b. The University's academic departments and their deans will assess/approve all potential concurrent enrollment secondary teachers using the same criteria as those used for the University's adjunct faculty.
- c. To ensure that the concurrent enrollment course offered at the District's high school(s) are consistent with regular University courses in expectations and outcomes, the District will provide University faculty liaisons and/or staff with reasonable access to the concurrent enrollment secondary teacher and classroom for observational and assessment purposes at least once per year.
- d. The University will communicate concurrent enrollment assessment results to the District POC annually.
- e. If a secondary teacher in the District is not meeting University standards, the teacher's eligibility to participate in the program may be rescinded after reasonable effort is made to correct deficiencies.
- f. In the event that a secondary teacher must leave their position for three weeks or more, the District's POC will immediately inform the University to determine a course of action. Substitute secondary teachers are subject to the approval of both the District and the University. Any costs of coverage by a substitute will be the responsibility of the District.
- g. The District POC will notify the University promptly when an approved instructor is otherwise anticipated to vacate their duties.

**4. Secondary Teacher Professional Development.**

- a. The University may provide mandatory professional development sessions on an annual basis to the District's concurrent enrollment secondary teachers on a mutually agreeable schedule.
- b. Attendance at the annual professional development sessions is a requirement for all of the District's concurrent enrollment secondary teachers.
- c. The District will absorb all reasonable costs to ensure that the concurrent enrollment secondary teachers attend one day per academic year of required professional development.
- d. If, after unsuccessful attempts to accommodate attendance, the concurrent enrollment secondary teacher has not attended a mandatory professional development session, the teacher will be ineligible to participate in the University's concurrent enrollment program for one school year. Requalification occurs when the teacher attends professional development as required for the following year.

**5. Quality Assurance.** The assurance of quality and consistency of concurrent enrollment courses will be governed by the following:

- a. The University will provide a faculty liaison who will work with the concurrent enrollment secondary teacher to ensure that the concurrent enrollment course is

consistent with the expectations and outcomes of the course when taught by a University faculty member.

- b. Through informal meetings and/or planned professional development activities, the faculty liaison will share course approaches, philosophy, and copies of materials (including laboratory exercises, assessments, and grading standards) with the concurrent enrollment secondary instructor.
- c. The secondary teacher will work with the faculty liaison to develop a syllabus that is consistent with the expectations and outcomes of the course when taught by a University faculty member.
- d. The secondary teacher will follow the University's procedures for grading and reporting grades.
- e. Key assessments may be jointly graded by mutual agreement between the faculty liaison and the secondary teacher.
- f. Students must follow established procedures for dropping or withdrawing from a University concurrent enrollment course. Deadlines for dropping and withdrawing from the concurrent enrollment course will be provided to the District's POC and teachers in advance. University staff will remind the POC and teachers of the withdrawal date for students within two weeks of the deadline.

**6. Student Eligibility.** The following stipulations apply to secondary students who participate in the University's concurrent enrollment program:

- a. The students will possess junior or senior status for the participating school year. Exceptions to this eligibility standard may be made on a case-by-case basis through consultation between the District and the University.
- b. The students will complete the University's online application.
- c. The students will take the necessary Mathematics and/or English placement tests if required for particular courses.
- d. The District will ensure that students who are enrolled in the University's concurrent enrollment courses meet the eligibility criteria outlined above.
- e. The District retains the right to add eligibility requirements for the University's concurrent enrollment courses in addition to the University's eligibility requirements.
- f. Students in the University's concurrent enrollment courses will visit the University's campus for planned information sessions and/or tours at least once per year. The District will work with the University on the appropriate scheduling of such visits and facilitate transportation of students to the University's campus.

**7. Grades.**

- a. A letter grade, not a percentage, for each student will be determined by the high school teacher based on each student's performance on exams and other assignments.

- b. The grade earned in the course will become part of the student's official University academic record and figured into the cumulative grade point average if the student enrolls at the University after completing high school.

**8. Regular Admission.** Concurrent enrollment students who are eligible for admission will be automatically reviewed and conditionally admitted to the University. Any other student from the District who wishes to become a fully matriculated undergraduate student upon graduation from high school must follow the normal application process. Students must meet admission criteria for Commonwealth University generally and for any admission criteria specific to the academic program the student is seeking to enroll in. Certain majors, including many in the health sciences, have additional admissions requirements. Tuition reductions described in paragraph 10 do not apply once a student enrolls in the University outside of this consortial arrangement.

**9. Transcription of Courses.** Courses offered under this agreement will be transcribed in the same manner as other courses offered by the university. No distinction will be made between these courses and other regularly offered courses. Students may obtain transcripts of their coursework from the Registrar in the normal manner.

**10. Fiscal Issues.** The University will offer courses to the District's students at a single, reduced rate for enrollment, inclusive of tuition and fees. Fees included in the rate exclude the usage of the Recreation Center and Student Health Centers on all campuses of Commonwealth University. The student will be responsible for the following fees:

- a. The reduced rate for the concurrent enrollment program will be \$115 per credit hour of instruction, which is limited to students of the District.
- b. University withdrawals will be handled under the University's refund policy.

**11. Rights, Privileges, and Responsibilities.** Concurrent enrollment students will be registered as non-degree students at Commonwealth University under this agreement and will have use of the library and other academic resources. The concurrent enrollment students will not have access to the Recreation Center or Student Health Center on any campus of Commonwealth University. All Commonwealth University policies and procedures shall apply. The District's students who are enrolled in a University concurrent enrollment course will follow the University's Academic Dishonesty Policy. The District's students will follow their District's student code of conduct policy and complaint procedures in all non-University-related matters.

**12. FERPA.** 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"). The following requirement 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:

- i. The School District and University may exchange information on the student.
  - ii. 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.
  - iii. 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.
  - iv. 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.
- b. For all other sharing purposes not described herein, the University will require students to sign a specific FERPA release.

**13. Liability.** Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this agreement. This provision shall not be construed to limit the Commonwealth's rights, claims, or defenses, which arise as a matter of law pursuant to any provisions of this agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth, the State System of Higher Education, or the University.

**14. Insurance.** As an agency of the Commonwealth, a public university, and state instrumentality, there is no statutory authority for the University to purchase insurance. Instead, the University 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.

**15. Amendment.** This Agreement may be amended at any time upon the mutual written agreement of the parties hereto, with said amendments to be executed by the duly authorized representatives of the parties and with the same formality as this agreement.

**16. Termination.** This agreement may be terminated by either party upon 120 days written notice. Said notice to the University shall be sent to the President. Said notice to the District shall be sent to the Superintendent of the District.

**17. Choice of Law.** This Agreement is executed pursuant to and shall be construed under the laws of the Commonwealth of Pennsylvania.

**18. Entire Agreement.** This is the entire Agreement between the parties hereto and supersedes all prior negotiations and oral understandings between the parties hereto.

**IN WITNESS WHEREOF**, the President of the University and the Superintendent of the District by their signatures do hereby put this agreement in force.

\_\_\_\_\_  
President, Commonwealth University of Pennsylvania

\_\_\_\_\_  
Date

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Provost, Commonwealth University of Pennsylvania

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, School District

\_\_\_\_\_  
Date

**Approved as to Form and Legality:**

\_\_\_\_\_  
University Legal Counsel,  
Pennsylvania State System of Higher Education

\_\_\_\_\_  
Date