



Workforce Development Client Training Proposal/Agreement

Date: 1/24/2025

Client Company: CCA Commonwealth Charter Academy

Client Company Address: 1 Innovation Way, Harrisburg PA 17110

Prepared for Client Contact Person: Dr. Stephanie McHugh, Senior VP of K-12 Career Readiness

Prepared by HACC Employee: Perry Pierich, Fire Training Director

HACC Division: Office of Academic Affairs and Workforce Development

Introduction

HACC, Central Pennsylvania's Community College, is pleased to provide you with the following training proposal for your organization. Once duly executed, this document will serve as the agreement between Harrisburg Bureau of Fire, referred to as "client" and HACC to offer the training for your personnel as outlined below.

Course/Class Information

- e **Course/class title:** Entry Level Fire Training
- e **Prerequisites:** As per Pennsylvania State Fire Academy
- e **Applicable standards:** NFPA 1001e
- e **Course/class location:** HACCe
- e **Length of program:** Individual courses varye
- e **Course/class schedule:** TBDe

Sessions	Training Dates	Module Topic	Program Hours
1	TBD	Introduction to Firefighting	16
1	TBD	Fireground Support	32
1	TBD	Exterior Firefighting	40
1	TBD	Interior Firefighting	56
1	TBD	Haz Mat Awareness	6
1	TBD	Haz Mat Operations	32

- e **Course materials/ manuals:** HACC to provide.e
- e **Enrollment per class/section:** Minimum enrollment: 14 Maximum enrollment: 20
- e **Attendance requirements:** Students must complete the entire course or program to receive a certificate of completion.e
- e **Successful completion criteria:** Students will attend the entire program and complete all skills.e
- e **Certificates of completion:** Will be issued by HACC after receipt of attendance verification from instructor at conclusion of program and after receipt of final grades.e

- **Certification testing/retesting:** Will occur at HACC
- **Continuing Education Credit:** N/A
- **Lead instructor/instructional staff:** HACC instructional staff

HACC Responsibilities

- Provide approved instructional staff/instructor to deliver training.
- Keep attendance records for all courses and class sessions.
- Inform client management as to specific problems or concerns which may arise while conducting the training.
- Provide copies or a summary of student evaluations of instructor and course content for review upon request.
- Provide an invoice for training price in accordance with the agreement/proposal.
- Provide appropriate course materials as outlined above.
- Provide the following additional equipment/supplies to conduct the course/class: HACC will provide a classroom for lecture and an area for large vehicle training / testing use.
- Supplies as deemed necessary as communicated by the instructor.
- **NOTES:** N/A

Client Responsibilities

- **Notification:** The client will notify HACC or the lead instructor of the course/class enrollment at least one (1) week prior to the class session so that sufficient course materials can be ordered and appropriate.
- **Insurance:** For courses occurring at facilities other than those owned by HACC, it will be the responsibility of the client to assure the site is insured appropriately, to include general liability insurance, and client shall name HACC as additional insured under its general liability insurance policy during the duration of the course.
- **Site access/ADA compliance:** For courses that are open to the public and occur at facilities other than those owned by HACC, it will be the responsibility of the client to assure the training site is accessible and contains all necessary provisions in accordance with the American with Disabilities Act.
- **Disability services/accommodations:** A wide range of services are available through the college's Office of Disability Services for students with learning, medical, physical, or psychological disabilities. If the client has students attending classes with these or other types of disabilities and those students would like accommodations the client will need to contact HACC prior to the start of the course/class to arrange for appropriate accommodations and referrals.
- **Required equipment/supplies:** Will be required by HACC if needed for classroom instruction.
- **Equipment condition:** Equipment provided by the client to be used in the training course/class shall be free from defects and in safe working condition, to include installation of any safety devices/guards and completion of any required inspections in accordance with applicable laws or standards.
- **Equipment security/loss:** It is the responsibility of the client to provide a safe and secure area for storage of any equipment or supplies provided by HACC for the duration of the course/class.
- **NOTES:** Students must provide their own Firefighting PPE.

Pricing Information

- **Course/class prices per student:**
 - Introduction to Firefighting - \$250.00
 - Fireground Support - \$325.00
 - Exterior Firefighting - \$350.00
 - Interior Firefighting - \$625.00
 - Haz Mat Awareness - \$100.00
 - Haz Mat Operations - \$275.00
- Prices quoted above are in U.S. dollars.
- Prices quoted are considered good for thirty (30) days from the initial date of the proposal.
- If changes are made which deviate from this proposal, it may require a review and adjustment to the training price.

Emergencies/Inclement Weather

- a If a class is held at a client's location, any changes to the class schedule that arise as a result of inclement weather, or an emergency will be agreed upon by HACC, the client, and the instructor.a

Media/Photo/Video

- a The client will notify HACC, at least one week prior to the start of the program, class, or event of any anticipated media coverage, including photography and videography.a
- a The client should email newsroom@hacc.edu and the client's HACC contact with the information. All media interviews and filming require prior approval from HACC.a

Hold Harmless Clause

In executing this agreement, client does hereby release and hold harmless HACC, its officers, directors, employees, training consultants and agents from and against any and all claims arising from or in any way related to the above-mentioned course(s).

Cancellation Clause

If this training agreement is canceled by the client, HACC may invoice the client for all nonrefundable, actual costs incurred. All costs may be reviewed by the client prior to HACC invoicing.

Contact Information

Client

Contact person: Dr. Stephanie McHugh
Phone #: 412-530-1340
Email: smchugh@ccaeducate.me
Fax #:

HACC

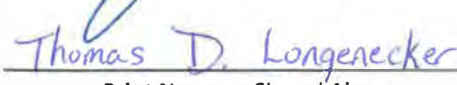
Contact person: Perry Pierich
Phone #: 717-780-2537
Email: plpieric@hacc.edu
Fax #: 717.780.2643

Client Acceptance

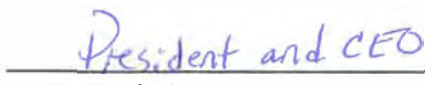
If your company or organization agrees to the terms of this proposal, please have an authorized agent sign below where indicated. Once signed by both parties, this document becomes a binding agreement outlining the terms and conditions under which this training will be conducted. Please indicate a purchase order number if required and return the original signed copy to the HACC contact as identified above by one of the following three options: USPS mail/courier service, or as a fax transmission, or as a scanned PDF file attached to an email. Please keep a copy of the agreement for your records and call to verify receipt of signed agreement by HACC contact person.



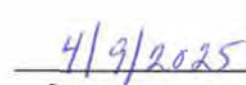
Signature (Authorized Agent of Client)



Print Name as Signed Above

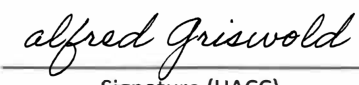


Position/Title



Date

HACC Approval



Signature (HACC)

Dr. Alfred Griswolda

Printed Name as Signed Above

VP, Academic Affairs & Workforce Development

Position/Title

4/14/2025a

Date



Signature (HACC)

AVP, Finance

Position/Title

Brian LaForme

Printed Name as Signed Above

04/13/2025

Date

EEO Statement: HACC does not discriminate in employment, student admissions, and student services on the basis of race, color, religion, age, political affiliation or belief, sex, national origin, ancestry, disability, place of birth, General Education Development Certification (GED), marital status, sexual orientation, gender identity or expression, veteran status, or any other legally protected classification.

**Memorandum of Understanding for
Concurrent Credit Agreement Between
Commonwealth Charter Academy Charter School and Harrisburg University of Science &
Technology**

This concurrent credit agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a Grade K-12 public cyber charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by **Harrisburg University of Science & Technology (HU)**. This Agreement shall be effective March 1, 2024, and will automatically renew for one-year periods unless otherwise stipulated by CCA and Harrisburg University.

Background

Section 1525 of the Public School Code requires that CCA enter into an agreement with an Institution of Higher Education (IHE) approved to operate in Pennsylvania in order to allow students attending CCA and enrolled in Grades 9-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education’s collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 158 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including post-secondary and career and technical education coursework, career readiness indicators, and acceptance to an IHE.

CCA specializes in providing an online, personalized learning experience to students in Grades K-12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Course Offerings and Credit

1. CCA students enrolled in Grades 10-12 may register for the courses, programs, training, and other educational offerings (IHE Courses) of HU as agreed to by CCA and HU.
2. The IHE courses offered under this Agreement are included in the Attachment and inclusive of all courses offered at HU, pending available seats in programs. CCA's CEO or designee may, in consultation with HU, also allow CCA students to take other IHE Courses through HU to meet student interests and college or career preparation objectives, and such additional courses shall be subject to the terms of this Agreement.
3. HU will award and transcribe credits at or through HU to the CCA students in the same manner as those awarded to other individuals enrolled at HU.
4. The IHE courses are offered with the intent of providing instruction for CCA students, and CCA shall grant students high school credits toward the completion of coursework required for graduation.
5. CCA shall weight the high school credits earned by a student for completion of an IHE course – irrespective of whether the course is academic or technical – in a manner similar to Advanced Placement Program courses at CCA.
6. The IHE courses will be taught by HU staff and available to the CCA students online, in-person, or a combination thereof.
7. HU will allow CCA to review appropriate IHE course documentation to ensure that it is appropriate to recommend and/or provide concurrent credit for its students under this Agreement.
8. HU will provide marketing materials to CCA for the HU courses or programs under this Agreement.
9. HU will work with CCA to recruit students for enrollment.

Fees and Payment

10. CCA students shall enroll in the courses pursuant to guidelines agreed to by CCA and HU. HU staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in HU courses.
11. CCA will pay HU the fees and costs set forth in the Attachment to this Agreement, which shall be inclusive of tuition, books, certification of completion, and all other fees and costs necessary for the student's enrollment and participation in the course(s). This amount is nonrefundable and subject to the two (2)-week add/drop policies of HU. No additional costs will be charged to CCA or the students unless agreed to in writing by CCA and HU.

12. CCA students who enroll in IHE courses outside of CCA's internal approval are subject to CCA's and HU academic and financial policies.
13. HU will not bill CCA students directly for any fees or costs charged to CCA pursuant to this Agreement, or for any other fees or costs not charged to other individuals enrolling at HU. Should HU determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, HU will contact CCA prior to seeking payment or proceeding with the student's enrollment.
14. HU shall provide CCA an invoice for the course fees for each student after enrollment is confirmed. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
15. HU agrees to comply with all federal and state laws and CCA Board policies regarding the health and safety of students and the confidentiality and safekeeping of information, including background check and health testing requirements under the Public School Code and Human Services Code, child abuse reporting, FERPA, and IDEA. HU further agrees to keep confidential any proprietary information shared with it by CCA. HU will sign such documents provided by CCA to confirm compliance with the foregoing.

Student Eligibility Criteria

16. Students will be enrolled in HU courses under the Agreement in accordance with procedures and guidelines adopted by CCA, copies of which shall be furnished to HU. At a minimum, CCA students shall meet the following CCA eligibility criteria. Student must:
 - a. Be in Grades 10-12 and registered for the programs, courses, trainings, and other educational offerings of HU as agreed to by CCA and HU.
 - b. Obtain written permission from the student's parent(s) or legal guardian(s), to participate in the program.
 - c. Maintain a 2.7 cumulative GPA at CCA or otherwise qualify (e.g. certain courses have pre-requisite requirements that must be met).
 - d. Complete at least one semester with CCA in either non-credit, credit, or certificating programs prior to enrollment.
 - e. Not be engaged in the academic escalation (MTSS warning and intervention) process.
 - f. Be satisfactorily meeting high school graduation requirements, as determined by CCA.
 - g. Demonstrate readiness for the level of coursework in the intended subject areas as jointly determined by HU and CCA (may include recommendations, entering and maintained GPA, standardized test scores, placement exams, and pre-requisite requirements, if necessary).

- h. Review the program guidelines and course syllabi to ensure a clear understanding of expectations for successful/satisfactory performance.
 - Courses are non-remedial.
 - Courses are taught at a postsecondary or collegiate expectation/standard.
 - Courses are identical to traditional HU courses.
- 17. In consultation with HU, CCA may waive the eligibility criteria above for a student.
- 18. HU shall provide CCA with records of student course completion and grade(s) within 30 days of the final day of the course. In order to obtain CCA credit, students must earn a minimum grade of 60% or "D" in the course. For transferability of postsecondary credits, a 70% or grade of "C" or better is required in the course.

Termination and Renewal

- 19. This Agreement may be terminated by either party with 30-day written notice to the other party. Upon termination of this Agreement, all costs which have accrued at the time of termination shall be paid. Any CCA students enrolled in the HU courses at the time of termination shall remain enrolled through the end of the course.
- 20. This Agreement shall automatically renew for one-year periods unless terminated by either party.
- 21. CCA and its employees and HU and its employees shall both be properly insured and acknowledge and agree to be treated as independent contractors in partnership with one another.
- 22. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, cost expenses, including reasonable attorney's fees in law or equity, of any kind whatsoever, arising out of or in any manner directly or indirectly related to negligent or intentional acts or omissions or violations or failures to comply with federal, state, or local laws by the first party. This paragraph will survive the termination of this Agreement and the completion of the parties' duties under this Agreement.

**Memorandum of Understanding for
Concurrent Credit Agreement Between
Commonwealth Charter Academy Charter School and
Harrisburg University of Science & Technology**

ATTACHMENT A

COURSES/PROGRAMS: HARRISBURG UNIVERSITY

- eSports 110: Competitive Gaming Seminar (1 cr.) – corequisite: 120
- eSports 120: Intro to eSports (4 cr.) – corequisite: 110
- Entertainment Technology (5 courses; 15 credits) – AVID (music, audio-visual)
Credentialing (costs include tuition, books/supplies, and fees)
 - Pro Tools Specialist Certification
 - Pro Tools Game Audio Specialist Certification
 - Media Composer Specialist Certification
- CYOM 105: Intro to Cybersecurity (3 cr.) (prepares learners for CompTIA-A+ certification)
- ISIT 140: Intro to Information Systems (3 cr.)
- Intro to Forensics (3 cr.)

Additional programs and credits are available in-person or online, pending learner eligibility for the courses and programs. [High School Dual Enrollment Programs](#)

COST/FEEES: HARRISBURG UNIVERSITY

\$200 per credit for most* HU courses

Fees and costs for textbooks and supplies are dependent upon course registration

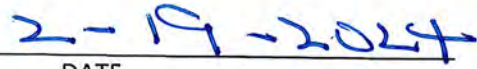
*Costs differ for the Entertainment Technology Credentialing Program

Tuition and fees listed are subject to change by the HU Board of Trustees. When changes are made, notice will be given to CCA as far in advance as possible.

SIGNATURES



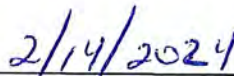
John W. Friend
VP Admissions & Secondary Schools
Harrisburg University



DATE



Thomas D. Longenecker
President and CEO
Commonwealth Charter Academy Charter School



DATE

**Concurrent Enrollment Agreement Between
Commonwealth Charter Academy Charter School
and Johnson College**

This concurrent credit Agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a K-12th grade public cyber charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by **Johnson College**. This Agreement shall be effective from August 1, 2023, through July 30, 2026, and will automatically renew for one-year periods unless otherwise stipulated by CCA and Johnson College.

Background

Section 1525 of the Public School Code requires that CCA enter into an agreement with an institution of higher education approved to operate in Pennsylvania (IHE) in order to allow students attending CCA and enrolled in Grades 7-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education (CTE) programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education’s collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 168 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including post-secondary and career and technical education (CTE) coursework, career readiness indicators, and acceptance to an IHE.

CCA specializes in providing an online, personalized learning experience to students in Grades K-12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Johnson College

Johnson Collège is a two-year technical college offering in-person, online, and hybrid courses from the Scranton Campus, Hazleton Campus or through Distance Education. Johnson College is approved by the Pennsylvania Department of Education and is accredited by the Middle States Commission on Higher Education, one of six regional accreditation organizations recognized by the U.S. Department of Education. The Mission of Johnson College is to provide real-world, hands-on learning in a caring environment and prepare graduates to enter into or advance in their careers.

The Johnson College Industry Fast Track (IFT)

The Industry Fast Track (IFT) Program is a joint partnership between area public schools and Johnson College. The IFT Program offers high school students an opportunity to enroll simultaneously in secondary and postsecondary coursework at Johnson College. IFT Program courses are aligned to in-demand careers that offer individuals high-paying, family-sustaining wages. The courses meet state requirements for high school graduation while providing introductory level college courses. Students will remain enrolled full-time at their high school while attending classes at Johnson College.

Articulation Defined

PDE defines “articulation” as, “a planned process of curriculum development, instructional strategies, and administrative procedures, which link educational agencies with other educational agencies or with industries. The linkage helps students make a transition from a school entity to another school entity, college, or university or a business/industry without experiencing delays in or duplication of learning.” 22 Pa. Code § 339.1a(b). See also 22 Pa. Code § 49.1 (describing “articulation” as the transfer and recognition of academic achievement between institutions to facilitate the successful transfer of students without duplication of course work).

In consideration of the foregoing and the terms and conditions that have been discussed, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties intending to be bound agree to the following terms:

COURSES AND CREDITS

1. CCA students enrolled in Grades 7-12 may register for courses, programs, training, and other educational offerings (IHE courses) of Johnson College, as agreed to by CCA and Johnson College.
2. Courses offered under this Agreement are inclusive of all courses offered at Johnson College, pending available seats in programs. CCA’s CEO or designee may, in consultation with Johnson College, also allow CCA students to take other courses to meet student interest and college or career preparation objectives, and such additional courses shall be subject to the terms of this Agreement.
3. Johnson College shall provide CCA with records of student course completion and grade(s) within 30 days of the final day of the course. In order to obtain CCA credit, students must earn a minimum grade of 60% or a grade of D or better in each course.
4. Johnson College will award credits at or through Johnson College to the CCA students in the same manner as those awarded to other individuals enrolled at Johnson College.
5. The Courses are offered with the intent of providing instruction for CCA students, and CCA shall grant students credits toward the completion of courses required for graduation.
6. CCA shall weight the high school credits earned by a student for completion of an course – irrespective of whether the course is academic or technical – in the manner similar to Advanced Placement (AP) Program courses at CCA.

7. The courses will be taught by Johnson College staff and available to the CCA students online, in-person, or a combination thereof.
8. CCA students who enroll in Johnson College courses outside of CCA's internal approval are subject to CCA's and Johnson College's academic and financial policies.
9. Johnson College will allow CCA to review appropriate course documentation to ensure that it is appropriate to recommend and/or provide concurrent credit for its students under this Agreement.
10. CCA students shall enroll in the courses pursuant to guidelines agreed to by CCA and Johnson College. Johnson College staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in Johnson College courses.

ELIGIBILITY/ENROLLMENT CRITERIA

11. Students who meet all of the following criteria are qualified to participate in the program and will be enrolled in Johnson College courses under this Agreement in accordance with the procedures and guidelines adopted by CCA, copies of which shall be furnished to Johnson College upon request. At a minimum, CCA students shall meet the following CCA eligibility criteria:
 - a. Student must be in Grades 7-12 and registered for the programs, courses, training, and other educational offerings of Johnson College as agreed to by CCA and Johnson College.
 - b. Student must obtain written permission from student's parent(s) or legal guardian(s) to participate in the program.
 - c. Student must demonstrate readiness for the level of coursework in the intended subject areas as jointly determined by Johnson College and CCA (may include recommendations, entering and maintained GPA, standardized test scores, and placement exams, if necessary).
 - d. Student must maintain a 2.5 cumulative GPA at CCA.
 - e. Student must complete one semester of non-credit or credit certificate programs with CCA prior to enrollment.
 - f. Student must not be engaged in the academic escalation (MTSS warning and intervention) process.
 - g. Student must be satisfactorily meeting high school graduation requirements, as determined by CCA.
 - h. Student must review the program guidelines and course syllabi to ensure a clear understanding of expectations for successful/satisfactory performance.
 - i. Courses are non-remedial.
 - ii. Courses are taught at a postsecondary or collegiate expectation/standard.
 - iii. Courses are identical to traditional Johnson College courses.
 - iv. Courses enforce prerequisite course requirements that are identical to those enforced for the same courses when students who are not from CCA are enrolled.

12. In consultation with Johnson College, CCA may waive the eligibility criteria above for a student.

COSTS AND BILLING

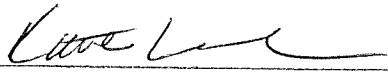
13. Johnson College shall invoice CCA after the finalization of student account reports. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
14. CCA will pay Johnson College the fees and costs set forth in the Attachment to this Agreement. Any additional costs for learning materials (fees, books, supplies, tools, certification exams, and all other fees and costs necessary for the student's enrollment and participation in the course) will be included in invoicing from Johnson College to CCA and CCA learners and families will not receive a bill, invoice, or request for payment. This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
15. Johnson College will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at Johnson College. Should Johnson College determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, Johnson College will contact CCA prior to seeking payment or proceeding with the student's enrollment.

SPECIAL EDUCATION & COMPLIANCE

16. Johnson College agrees to comply with all federal and state laws and CCA Board policies regarding the health and safety of students and confidentiality and safekeeping of information, including background check and health testing requirements under the Public School Code and Human Services Code, child abuse reporting, FERPA and IDEA. Johnson College further agrees to keep confidential any proprietary information shared with it by CCA. Johnson College will sign such documents provided by CCA to confirm compliance with the foregoing.
17. CCA and Johnson College will be responsible for providing all special education services for CCA learners with IEPs enrolled at Johnson College, including instructional support, tutoring, extended time, and other approved specially-designed instruction (SDIs).
18. CCA and Johnson College will perform all services for such special education learners within their area of licensure and/or certifications and shall meet all timeline requirements as set forth by the PA Department of Education and the Bureau of Special Education for implementation of the IEP, evaluation or reevaluation, and any state and/or federal mandates for the services when indicated.

PARTNERSHIP

19. CCA and its employees and Johnson College and its employees shall both be properly insured and acknowledge and agree to be treated as independent contractors in partnership with one another.
20. Either party may terminate this Agreement for any or no reason provided the party who wishes to terminate this Agreement grants the non-terminating party thirty (30) days written notice. Upon termination of this Agreement, all costs which have accrued at the time of termination shall be paid. Any CCA students enrolled in Johnson College courses at the time of termination shall remain enrolled through the end of the course(s). This Agreement shall automatically renew for one-year periods unless terminated by either party.
21. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, cost expenses, including reasonable attorney's fees in law or equity, of any kind whatsoever, arising out of or in any manner directly or indirectly related to negligent or intentional acts or omissions or violations or failures to comply with federal, state, or local laws by the first party. This paragraph will survive the termination of this Agreement and the completion of the parties' duties under this Agreement.



Dr. Kate Leonard
President, Johnson College
3427 North Main Avenue
Scranton, PA 18508
Contact: Bill Burke, VP of Student and
Academic Affairs

Date: 8/9/2023



Thomas D. Longenecker
President and CEO
Commonwealth Charter Academy Charter School

Date: 8/9/2023

ATTACHMENT 1

COURSES/PROGRAMS

Johnson College IFT Course Progressions by Program:

- Electrical
- Electronic Engineering Tech
- HVAC
- Carpentry
- Automotive
- Diesel Preventative Maintenance & Heavy Equipment Operation
- Welding
- Mechatronics
- Advanced Manufacturing
- Physical Therapy Assistant
- Aviation
- Veterinary Nursing

FEES

\$200 per credit hour = Allowable tuition*

\$750 per year (est.) = Books

Varies by program = Tools**

\$360 = Certification Exam (specific programs only)***

*Johnson College will only invoice for tuition cost. Purchasing additional items such as books, supplies, and tools will be the responsibility of CCA.

**Tools may be required to participate in labs. The attached suggested tools list are recommended tools for students to acquire during their time at Johnson College and to take into industry when they begin their careers. Students should speak to the enrollment department and instructor regarding the required tools for each course or program.

***AWS D1.1 Structural Welding – Steel Welding Certification Exam

NOTE: Typical program and course TUITION costs are as follows (and are subject to change):

FALL TUITION	\$2400 - \$2800.00
INTERCESSION TUITION	\$1200 - \$1400.00
SPRING TUITION	\$2200 - \$2400.00
TOTAL YEARLY TUITION	\$6200 - \$6600.00
(Note: books, tools, and exams are not included in the ranges provided here)	

**Concurrent Enrollment Agreement Between
Commonwealth Charter Academy Charter School
and King's College**

This concurrent credit Agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a Grade K-12 public cyber charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by **King's College**. This Agreement shall be effective from September 1, 2024, through August 31, 2027, and will automatically renew for one-year periods unless otherwise stipulated by CCA and King's College.

Background

Section 1525 of the Public School Code requires that CCA enter into an agreement with an institution of higher education approved to operate in Pennsylvania (IHE) in order to allow students attending CCA and enrolled in Grades 10-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education (CTE) programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education's collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 158 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including post-secondary and career and technical education (CTE) coursework, career readiness indicators, and acceptance to an IHE.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Articulation Defined

PDE defines "articulation" as, "a planned process of curriculum development, instructional strategies, and administrative procedures, which link educational agencies with other educational agencies or with industries. The linkage helps students make a transition from a school entity to another school entity, college, or university or a business/industry without experiencing delays in or duplication of learning." 22 Pa. Code § 339.1a(b). See also 22 Pa. Code § 49.1 (describing "articulation" as the transfer and recognition of academic achievement between institutions to facilitate the successful transfer of students without duplication of course work).

In consideration of the foregoing and the terms and conditions that have been discussed, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties intending to be bound agree to the following terms:

COURSES AND CREDITS

1. CCA students enrolled in Grades 10-12 may register for courses, programs, training, and other educational offerings (IHE courses) of King's College, as agreed to by CCA and King's College.
2. Courses offered under this Agreement are inclusive of all courses offered at King's College, pending available seats in programs. CCA's CEO or designee may, in consultation with King's College, also allow CCA students to take other courses to meet student interest and college or career preparation objectives, and such additional courses shall be subject to the terms of this Agreement.
3. King's College shall provide CCA with records of student course completion and grade(s) within 30 days of the final day of the course. In order to obtain CCA credit, students must earn a minimum grade of 60% or a grade of D or better in each course.
4. King's College will award credits at or through King's College to the CCA students in the same manner as those awarded to other individuals enrolled at King's College.
5. The courses are offered with the intent of providing instruction for CCA students, and CCA shall grant students credits toward the completion of courses required for graduation.
6. CCA shall weight the high school credits earned by a student for completion of an IHE course – irrespective of whether the course is academic or technical – in the manner similar to Advanced Placement (AP) Program courses at CCA.
7. The courses will be taught by King's College staff and available to the CCA students online, in-person, or a combination thereof.
8. CCA students who enroll in King's College courses outside of CCA's internal approval are subject to CCA's and King's College's academic and financial policies.
9. King's College will allow CCA to review appropriate course documentation to ensure that it is appropriate to recommend and/or provide concurrent credit for its students under this Agreement. Additional recruitment and placement protocols:
 - a. As part of this partnership, CCA will permit a King's College admissions representative to visit with their students as many as three (3) times annually for the purposes of sharing information about King's College's academic and co-curricular programs, the application, admission and financial aid processes, and other pertinent information. Visits will be arranged by the King's College Office of

Admission through the CCA Career Readiness Department (in collaboration with CCA HS Counseling).

- b. When provided digitally, CCA will display King's College information, including posters, pennants, and brochures, in virtual contexts, where college information is presented. In addition, the agreement between King's and CCA (along with a King's College logo & profile) will be displayed in appropriate locations where CCA's postsecondary partnerships are displayed.
10. CCA students shall enroll in the courses pursuant to guidelines agreed to by CCA and King's College. King's College staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in King's College courses.

ELIGIBILITY/ENROLLMENT CRITERIA

11. Students who meet all of the following criteria are qualified to participate in the dual credit program and will be enrolled in King's College courses under this Agreement in accordance with the procedures and guidelines adopted by CCA, copies of which shall be furnished to King's College upon request. At a minimum, CCA students shall meet the following CCA eligibility criteria:
- a. Student must be in Grades 10-12 and registered for the programs, courses, training, and other educational offerings of King's College as agreed to by CCA and King's College.
 - b. Student must obtain written permission from student's parent(s) or legal guardian(s) to participate in the program.
 - c. Student must demonstrate readiness for the level of coursework in the intended subject areas as jointly determined by King's College and CCA (may include recommendations, entering and maintained GPA, standardized test scores, and placement exams, if necessary).
 - d. Student must maintain a 3.0 cumulative GPA at CCA.
 - e. Student must complete one semester of non-credit or credit certificate programs with CCA prior to enrollment.
 - f. Student must not be engaged in the academic escalation (MTSS warning and intervention) process.
 - g. Student must be satisfactorily meeting high school graduation requirements, as determined by CCA.
 - h. Student must review the program guidelines and course syllabi to ensure a clear understanding of expectations for successful/satisfactory performance.
 - i. Courses are non-remedial.
 - ii. Courses are taught at a postsecondary or collegiate expectation/standard.
 - iii. Courses are identical to traditional King's College courses.
 - iv. Courses enforce prerequisite course requirements that are identical to those enforced for the same courses when students who are not from CCA are enrolled.
12. In consultation with King's College, CCA may waive the eligibility criteria above for a student.

COSTS AND BILLING

13. King's College shall invoice CCA after the finalization of enrollment and student account reports and after relevant scholarships have been applied. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
14. CCA will pay King's College the fees and costs set forth in the Attachment to this Agreement. Any additional costs for learning materials (fees, books, supplies, tools, certification exams, and all other fees and costs necessary for the student's enrollment and participation in the course) will be included in invoicing from King's College to CCA and CCA learners and families will not receive a bill, invoice, or request for payment. This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
15. King's College will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at King's College. Should King's College determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, King's College will contact CCA prior to seeking payment or proceeding with the student's enrollment.

SPECIAL EDUCATION & COMPLIANCE

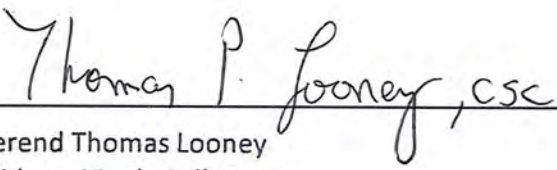
16. King's College agrees to comply with all federal and state laws and CCA Board policies regarding the health and safety of students and confidentiality and safekeeping of information, including background check and health testing requirements under the Public School Code and Human Services Code, child abuse reporting, FERPA and IDEA. King's College further agrees to keep confidential any proprietary information shared with it by CCA. King's College will sign such documents provided by CCA to confirm compliance with the foregoing.

PARTNERSHIP

17. CCA and its employees and King's College and its employees shall both be properly insured and acknowledge and agree to be treated as independent contractors in partnership with one another.
18. Either party may terminate this Agreement for any or no reason provided the party who wishes to terminate this Agreement grants the non-terminating party thirty (30) days written notice. Upon termination of this Agreement, all costs which have accrued at the

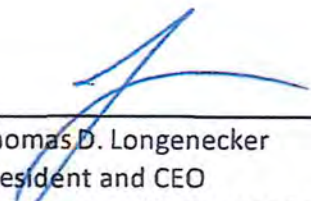
time of termination shall be paid. Any CCA students enrolled in King's College courses at the time of termination shall remain enrolled through the end of the course(s).

19. This Agreement shall automatically renew for one-year periods unless terminated by either party.
20. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, cost expenses, including reasonable attorney's fees in law or equity, of any kind whatsoever, arising out of or in any manner directly or indirectly related to negligent or intentional acts or omissions or violations or failures to comply with federal, state, or local laws by the first party. This paragraph will survive the termination of this Agreement and the completion of the parties' duties under this Agreement.



Reverend Thomas Looney
President, King's College

Date: 9/17/2024



Thomas D. Longenecker
President and CEO
Commonwealth Charter Academy Charter School

Date: 9/13/2024

ATTACHMENT 1

COURSES/PROGRAMS

Any course taken at King's College that is aligned with the learner's interest or intended college or career plans is eligible for Dual Enrollment, pending agreement between King's College and CCA. (See #2). Certain academic programs at King's have program-specific admissions criteria, which must be met to earn acceptance into these programs.

Physician Assistant Studies (submission of ACT/SAT scores strongly suggested)

- Apply by December 1 via Early Admission or Early Action
- Test Optional = 3.40+
- SAT 1070 = 3.30-3.39
- SAT 1080 = 3.20-3.29
- SAT 1090 = 3.10-3.19

Civil or Mechanical Engineering (King's)

- Apply by December 1 via Early Admission or Early Action
- Test Optional = 3.0 GPA +

3+2 Engineering -University of Notre Dame or Washington U., MO

- Apply by December 1 via Early Admission or Early Action
- Test Optional = 3.5 GPA

Nursing

- Apply by December 1 via Early Admission or Early Action
- 2.75+ GPA (No grades lower than "C")

Note: course descriptions, prerequisite requirements, additional certifications or trainings, King's College credits and lecture/lab ratios, and any additional fees provided upon request. Course progressions provided at the time of CCA ITR/Course Selection and/or learner enrollment.

SCHOLARSHIPS & FEES

Early Admission/Dual Enrollment Costs/Fees:

Through the Young Scholars Program, CCA learners may take up to 6 credits per semester at \$183 per class (\$61 per credit) in first-year or introductory-level courses during the academic year (fall and spring) and in the summer at King's College. Courses are taken synchronously and in-person, as well as online options are available.

After HS Graduation:

King's is excited to offer qualified students of CCA an opportunity to attend King's with a substantial tuition benefit that will apply each year for four years assuming a student remains in good standing.

- Qualifying CCA students will receive an annual merit scholarship ranging from \$18,000 to \$25,000 (up to \$72,000 - \$100,000 cumulatively over 4 years).
- Additionally, qualifying CCA students will receive The Catholic Partnership Award for \$2,500 scholarship (up to \$10,000 cumulatively over 4 years).
- CCA students may also qualify for financial need-based scholarship awards. Students and their families must complete the FAFSA in a timely manner to qualify for financial need-based awards.

**Tuition and fees listed are subject to change by the Board of Trustees. When changes are made, notice will be given as far in advance as possible.*

**Concurrent Enrollment Agreement Between
Commonwealth Charter Academy Charter School
and Lackawanna College**

This concurrent credit Agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a Grade K-12 public cyber charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by **Lackawanna College (LC)**. This Agreement shall be effective from December 1, 2024, through November 30, 2027, and will automatically renew for one-year periods unless otherwise stipulated by CCA and LC.

Background

Section 1525 of the Public School Code requires that CCA enter into an agreement with an institution of higher education approved to operate in Pennsylvania (IHE) in order to allow students attending CCA and enrolled in Grades 10-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education (CTE) programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education’s collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017, Act 158 of 2018, and Act 55 of 2024 of the General Assembly has approved alternate graduation pathways for public school students, including post-secondary and career and technical education (CTE) coursework, career readiness indicators, and acceptance to an IHE.

CCA specializes in providing an online, personalized learning experience to students in Grades K-12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Articulation Defined

PDE defines “articulation” as, “a planned process of curriculum development, instructional strategies, and administrative procedures, which link educational agencies with other educational agencies or with industries. The linkage helps students make a transition from a school entity to

another school entity, college, or university or a business/industry without experiencing delays in or duplication of learning.” 22 Pa. Code § 339.1a(b). See also 22 Pa. Code § 49.1 (describing “articulation” as the transfer and recognition of academic achievement between institutions to facilitate the successful transfer of students without duplication of course work).

In consideration of the foregoing and the terms and conditions that have been discussed, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties intending to be bound agree to the following terms:

COURSES AND CREDITS

1. CCA students enrolled in Grades 10-12 may register for courses, programs, training, and other educational offerings (IHE courses) of LC, as agreed to by CCA and LC.
2. Courses offered under this Agreement are inclusive of all courses offered at LC, pending available seats in programs. CCA’s CEO or designee may, in consultation with LC, also allow CCA students to take other courses to meet student interest and college or career preparation objectives, and such additional courses shall be subject to the terms of this Agreement.
3. LC shall provide CCA with records of student course completion and grade(s) within 30 days of the final day of the course. In order to obtain CCA credit, students must earn a minimum grade of 60% or a grade of D or better in each course.

LC will award credits at or through LC to the CCA students in the same manner as those awarded to other individuals enrolled at LC.

4. The courses are offered with the intent of providing instruction for CCA students, and CCA shall grant students credits toward the completion of courses required for graduation.
5. CCA shall weigh the high school credits earned by a student for completion of an IHE course – irrespective of whether the course is academic or technical – in a manner similar to Advanced Placement (AP) Program courses at CCA.
6. The courses will be taught by LC faculty and available to the CCA students online, in-person, or a combination thereof.
7. CCA students who enroll in LC courses outside of CCA’s internal approval are subject to CCA’s and LC’s academic and financial policies.
8. LC will allow CCA to review appropriate course documentation to ensure that it is appropriate to recommend and/or provide concurrent credit for its students under this Agreement.

Enrollment, Fees, and Payments

1. CCA students shall enroll in the courses pursuant to guidelines agreed to by CCA and LC. LC staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in LC courses.
2. LC shall invoice CCA after the finalization of enrollment and student account reports and after relevant scholarships have been applied. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
3. CCA will pay LC the fees and costs set forth in the Attachment to this Agreement. Any additional costs for learning materials (fees, books, supplies, tools, certification exams, and all other fees and costs necessary for the student's enrollment and participation in the course) will be included in invoicing from LC to CCA and CCA learners and families will not receive a bill, invoice, or request for payment. This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
4. LC will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at LC. Should LC determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, LC will contact CCA prior to seeking payment or proceeding with the student's enrollment.
5. LC agrees to comply with all federal and state laws and CCA Board policies regarding the health and safety of students and confidentiality and safekeeping of information, including background check and health testing requirements under the Public-School Code and Human Services Code, child abuse reporting, FERPA and IDEA. LC further agrees to keep confidential any proprietary information shared with it by CCA. LC will sign such documents provided by CCA to confirm compliance with the foregoing.

ELIGIBILITY/ENROLLMENT CRITERIA

1. Students who meet all of the following criteria are qualified to participate in the dual credit program and will be enrolled in LC courses under this Agreement in accordance with the procedures and guidelines adopted by CCA, copies of which shall be furnished to LC upon request. At a minimum, CCA students shall meet the following CCA eligibility criteria:
 - a. Student must be in Grades 10-12 and registered for the programs, courses, training, and other educational offerings of LC as agreed to by CCA and LC.
 - b. Student must obtain written permission from student's parent(s) or legal guardian(s) to participate in the program and complete Lackawanna College's Pre-College Registration form.
 - c. Student must demonstrate readiness for the level of coursework in the intended

subject areas as jointly determined by LC and CCA (may include recommendations, entering and maintained GPA, standardized test scores, and placement exams, if necessary).

- d. Student must maintain a 2.5 cumulative GPA at CCA.
- e. Student must complete one semester of non-credit or credit certificate programs with CCA prior to enrollment.
- f. Student must not be engaged in the academic escalation (MTSS warning and intervention) process.
- g. Student must be satisfactorily meeting high school graduation requirements, as determined by CCA.
- h. Student must review the program guidelines and course syllabi to ensure a clear understanding of expectations for successful/satisfactory performance.
 - i. Courses are non-remedial.
 - ii. Courses are taught at a postsecondary or collegiate expectation/standard.
 - iii. Courses are identical to traditional LC courses.
 - iv. Courses enforce prerequisite course requirements that are identical to those enforced for the same courses when students who are not from CCA are enrolled.

2. In consultation with LC, CCA may waive the eligibility criteria above for a student.

PARTNERSHIP

1. CCA and its employees and LC and its employees shall both be properly insured and acknowledge and agree to be treated as independent contractors in partnership with one another.
2. Either party may terminate this Agreement for any or no reason provided the party who wishes to terminate this Agreement grants the non-terminating party thirty (30) days written notice. Upon termination of this Agreement, all costs which have accrued at the time of termination shall be paid. Any CCA students enrolled in LC courses at the time of termination shall remain enrolled through the end of the course(s).
3. This Agreement shall automatically renew for one-year periods unless terminated by either party.
4. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, cost expenses, including reasonable attorney's fees in law or equity, of any kind whatsoever, arising out of or in any manner directly or indirectly related to negligent or intentional acts or omissions or violations or failures to comply with federal, state, or local laws by the first party. This paragraph will survive the termination of this Agreement and the completion of the parties' duties under this Agreement.



Date: 1/16/2025

Philip Campbell
Director of College Partnerships
Lackawanna College



Date: 1/15/2025

Thomas D. Longenecker
President and CEO
Commonwealth Charter Academy

ATTACHMENT 1

COURSES/PROGRAMS

Any course taken at Lackawanna College that is aligned with the learner's interest or intended college or career plans is eligible for Dual Enrollment, pending agreement between LC and CCA. (See #2). Certain academic programs at LC have program-specific admissions criteria, which must be met to earn acceptance into these programs.

SCHOLARSHIPS & FEES

Early Admission/Dual Enrollment Costs/Fees:

CCA learners may take up to 15 credits per semester at \$100 per credit.

**Tuition and fees listed are subject to change by the Board of Trustees. When changes are made, notice will be given as far in advance as possible.*

**Concurrent Enrollment Agreement Between
Commonwealth Charter Academy Charter School
and Lehigh Carbon Community College**

This concurrent credit Agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a Grade K-12 public cyber charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by **Lehigh Carbon Community College**. This Agreement shall be effective from July 1, 2024, through June 30, 2027, and will automatically renew for one-year periods unless otherwise stipulated by CCA and Lehigh Carbon Community College.

Background

Section 1525 of the Public School Code requires that CCA enter into an agreement with an institution of higher education approved to operate in Pennsylvania (IHE) in order to allow students attending CCA and enrolled in Grades 10-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education (CTE) programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education’s collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 158 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including post-secondary and career and technical education (CTE) coursework, career readiness indicators, and acceptance to an IHE.

CCA specializes in providing an online, personalized learning experience to students in Grades K-12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Articulation Defined

PDE defines “articulation” as, “a planned process of curriculum development, instructional strategies, and administrative procedures, which link educational agencies with other educational agencies or with industries. The linkage helps students make a transition from a school entity to another school entity, college, or university or a business/industry without experiencing delays in or duplication of learning.” 22 Pa. Code § 339.1a(b). See also 22 Pa. Code § 49.1 (describing “articulation” as the transfer and recognition of academic achievement between institutions to facilitate the successful transfer of students without duplication of course work).

In consideration of the foregoing and the terms and conditions that have been discussed, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties intending to be bound agree to the following terms:

COURSES AND CREDITS

1. CCA students enrolled in Grades 10-12 may register for courses, programs, training, and other educational offerings (IHE courses) of Lehigh Carbon Community College, as agreed to by CCA and Lehigh Carbon Community College.
2. Courses offered under this Agreement are inclusive of all courses offered at Lehigh Carbon Community College, pending available seats in programs. CCA’s CEO or designee may, in consultation with Lehigh Carbon Community College, also allow CCA students to take other courses to meet student interest and college or career preparation objectives, and such additional courses shall be subject to the terms of this Agreement.
3. Lehigh Carbon Community College shall provide CCA with records of student course completion and grade(s) within 30 days of the final day of the course. In order to obtain CCA credit, students must earn a minimum grade of 60% or a grade of D or better in each course.
4. Lehigh Carbon Community College will award credits at or through Lehigh Carbon Community College to the CCA students in the same manner as those awarded to other individuals enrolled at Lehigh Carbon Community College.
5. The courses are offered with the intent of providing instruction for CCA students, and CCA shall grant students credits toward the completion of courses required for graduation.
6. CCA shall weight the high school credits earned by a student for completion of an IHE course – irrespective of whether the course is academic or technical – in the manner similar to Advanced Placement (AP) Program courses at CCA.
7. The courses will be taught by Lehigh Carbon Community College staff and available to the CCA students online, in-person, or a combination thereof.
8. CCA students who enroll in Lehigh Carbon Community College courses outside of CCA’s internal approval are subject to CCA’s and Lehigh Carbon Community College’s academic and financial policies.

9. Lehigh Carbon Community College will allow CCA to review appropriate course documentation to ensure that it is appropriate to recommend and/or provide concurrent credit for its students under this Agreement.
10. CCA students shall enroll in the courses pursuant to guidelines agreed to by CCA and Lehigh Carbon Community College. Lehigh Carbon Community College staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in Lehigh Carbon Community College courses.

ELIGIBILITY/ENROLLMENT CRITERIA

11. Students who meet all of the following criteria are qualified to participate in the dual credit program and will be enrolled in Lehigh Carbon Community College courses under this Agreement in accordance with the procedures and guidelines adopted by CCA, copies of which shall be furnished to Lehigh Carbon Community College upon request. At a minimum, CCA students shall meet the following CCA eligibility criteria:
 - a. Student must be in Grades 10-12 and registered for the programs, courses, training, and other educational offerings of Lehigh Carbon Community College as agreed to by CCA and Lehigh Carbon Community College.
 - b. Student must obtain written permission from student's parent(s) or legal guardian(s) to participate in the program.
 - c. Student must demonstrate readiness for the level of coursework in the intended subject areas as jointly determined by Lehigh Carbon Community College and CCA (may include recommendations, entering and maintained GPA, standardized test scores, and placement exams, if necessary).
 - d. Student must maintain a 3.0 cumulative GPA at CCA.
 - e. Student must complete one semester of non-credit or credit certificate programs with CCA prior to enrollment.
 - f. Student must not be engaged in the academic escalation (MTSS warning and intervention) process.
 - g. Student must be satisfactorily meeting high school graduation requirements, as determined by CCA.
 - h. Student must review the program guidelines and course syllabi to ensure a clear understanding of expectations for successful/satisfactory performance.
 - i. Courses are non-remedial.
 - ii. Courses are taught at a postsecondary or collegiate expectation/standard.
 - iii. Courses are identical to traditional Lehigh Carbon Community College courses.
 - iv. Courses enforce prerequisite course requirements that are identical to those enforced for the same courses when students who are not from CCA are enrolled.
12. In consultation with Lehigh Carbon Community College, CCA may waive the eligibility criteria above for a student.

COSTS AND BILLING

13. Lehigh Carbon Community College shall invoice CCA after the finalization of enrollment and student account reports. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
14. CCA will pay Lehigh Carbon Community College the fees and costs set forth in the Attachment to this Agreement. Any additional costs for learning materials (fees, books, supplies, tools, certification exams, and all other fees and costs necessary for the student's enrollment and participation in the course) will be included in invoicing from Lehigh Carbon Community College to CCA and CCA learners and families will not receive a bill, invoice, or request for payment. This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
15. Lehigh Carbon Community College will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at Lehigh Carbon Community College. Should Lehigh Carbon Community College determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, Lehigh Carbon Community College will contact CCA prior to seeking payment or proceeding with the student's enrollment.

SPECIAL EDUCATION & COMPLIANCE

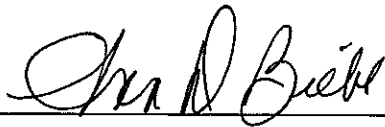
16. Lehigh Carbon Community College agrees to comply with all federal and state laws and CCA Board policies regarding the health and safety of students and confidentiality and safekeeping of information, including background check and health testing requirements under the Public School Code and Human Services Code, child abuse reporting, FERPA and IDEA. Lehigh Carbon Community College further agrees to keep confidential any proprietary information shared with it by CCA. Lehigh Carbon Community College will sign such documents provided by CCA to confirm compliance with the forgoing.

PARTNERSHIP

17. CCA and its employees and Lehigh Carbon Community College and its employees shall both be properly insured and acknowledge and agree to be treated as independent contractors in partnership with one another.
18. Either party may terminate this Agreement for any or no reason provided the party who wishes to terminate this Agreement grants the non-terminating party thirty (30) days written notice. Upon termination of this Agreement, all costs which have accrued at the time of termination shall be paid. Any CCA students enrolled in Lehigh Carbon Community College courses at the time of termination shall remain enrolled through the end of the course(s).

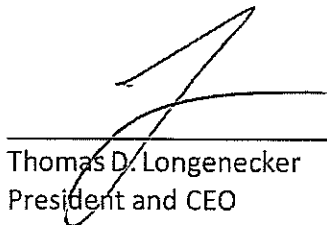
19. This Agreement shall automatically renew for one-year periods unless terminated by either party.

20. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, cost expenses, including reasonable attorney's fees in law or equity, of any kind whatsoever, arising out of or in any manner directly or indirectly related to negligent or intentional acts or omissions or violations or failures to comply with federal, state, or local laws by the first party. This paragraph will survive the termination of this Agreement and the completion of the parties' duties under this Agreement.



Dr. Ann D. Bieber
President, Lehigh Carbon
Community College

Date: 7/1/24



Thomas D. Longenecker
President and CEO
Commonwealth Charter Academy Charter School

Date: 6/12/2024

ATTACHMENT 1

COURSES/PROGRAMS

Any course taken at LCCC that is aligned with the learner's interest or intended college or career plans is eligible for Dual Enrollment, pending agreement between LCCC and CCA. (See #2)

EXCEPTION: Clinical Nursing Certifying Programs. Learners must be HS graduates to engage in this program.

Some programs and courses with labs must be taken synchronously and in-person on campus.

Note: course descriptions, prerequisite requirements, additional certifications or trainings, LCCC credits and lecture/lab ratios, and any additional CTE course fees provided upon request. Course progressions provided at the time of CCA ITR/Course Selection.

FEES

\$70 per credit for in-county or sponsored (5/20/2024)

\$111 per credit for out-of-county/non-sponsored (5/20/2024)

An additional \$30 per credit fee for Textbooks/fees will be applied. This fee applies regardless of student residency.

**Tuition and fees listed are subject to change by the Board of Trustees. When changes are made, notice will be given as far in advance as possible.*

**Concurrent Enrollment Agreement Between
Commonwealth Charter Academy Charter School
and Luzerne County Community College**

This concurrent credit Agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a Grade K-12 public cyber charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by **Luzerne County Community College**. This Agreement shall be effective from August 1, 2024, through July 31, 2029, and will automatically renew for one-year periods unless otherwise stipulated by CCA and Luzerne County Community College.

Background

Section 1525 of the Public School Code requires that CCA enter into an agreement with an institution of higher education approved to operate in Pennsylvania (IHE) in order to allow students attending CCA and enrolled in Grades 10-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education (CTE) programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education’s collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 158 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including post-secondary and career and technical education (CTE) coursework, career readiness indicators, and acceptance to an IHE.

CCA specializes in providing an online, personalized learning experience to students in Grades K-12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Articulation Defined

PDE defines "articulation" as, "a planned process of curriculum development, instructional strategies, and administrative procedures, which link educational agencies with other educational agencies or with industries. The linkage helps students make a transition from a school entity to another school entity, college, or university or a business/industry without experiencing delays in or duplication of learning." 22 Pa. Code § 339.1a(b). See also 22 Pa. Code § 49.1 (describing "articulation" as the transfer and recognition of academic achievement between institutions to facilitate the successful transfer of students without duplication of course work).

In consideration of the foregoing and the terms and conditions that have been discussed, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties intending to be bound agree to the following terms:

COURSES AND CREDITS

1. CCA students enrolled in Grades 11-12 may register for courses, programs, training, and other educational offerings (IHE courses) of Luzerne County Community College, as agreed to by CCA and Luzerne County Community College.
2. Courses offered under this Agreement are inclusive of all courses offered at Luzerne County Community College, pending available seats in programs. CCA's CEO or designee may, in consultation with Luzerne County Community College, also allow CCA students to take other courses to meet student interest and college or career preparation objectives, and such additional courses shall be subject to the terms of this Agreement.
3. Luzerne County Community College shall provide CCA with records of student course completion and grade(s) within 30 days of the final day of the course. In order to obtain CCA credit, students must earn a minimum grade of 70% or a grade of C or better in each course.
4. Luzerne County Community College will award credits at or through Luzerne County Community College to the CCA students in the same manner as those awarded to other individuals enrolled at Luzerne County Community College.
5. The courses are offered with the intent of providing instruction for CCA students, and CCA shall grant students credits toward the completion of courses required for graduation.
6. CCA shall weight the high school credits earned by a student for completion of an IHE course – irrespective of whether the course is academic or technical – in the manner similar to Advanced Placement (AP) Program courses at CCA.
7. The courses will be taught by Luzerne County Community College staff and available to the CCA students online, in-person, or a combination thereof.

8. CCA students who enroll in Luzerne County Community College courses outside of CCA's internal approval are subject to CCA's and Luzerne County Community College's academic and financial policies.
9. Luzerne County Community College will allow CCA to review appropriate course documentation to ensure that it is appropriate to recommend and/or provide concurrent credit for its students under this Agreement.
10. CCA students shall enroll in the courses pursuant to guidelines agreed to by CCA and Luzerne County Community College. Luzerne County Community College staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in Luzerne County Community College courses. Qualifying and enrolling CCA learners may access Luzerne County Community College's email, Self-Service accounts, events sponsored by the college, and Student Support Services. All college policies shall apply to Early College Program students.

ELIGIBILITY/ENROLLMENT CRITERIA

11. Students who meet all of the following criteria are qualified to participate in the dual credit program and will be enrolled in Luzerne County Community College courses under this Agreement in accordance with the procedures and guidelines adopted by CCA, copies of which shall be furnished to Luzerne County Community College upon request. At a minimum, CCA students shall meet the following CCA eligibility criteria:
 - a. Student must be in Grades 11-12 and registered for the programs, courses, training, and other educational offerings of Luzerne County Community College as agreed to by CCA and Luzerne County Community College.
 - b. Student must obtain written permission from student's parent(s) or legal guardian(s) to participate in the program.
 - c. Student must demonstrate readiness for the level of coursework in the intended subject areas as jointly determined by Luzerne County Community College and CCA (may include recommendations, entering and maintained GPA, standardized test scores, and placement exams, if necessary).
 - d. Student must maintain a 2.0 cumulative GPA at CCA.
 - e. Student must complete one semester of non-credit or credit certificate programs with CCA prior to enrollment.
 - f. Student must not be engaged in the academic escalation (MTSS warning and intervention) process.
 - g. Student must be satisfactorily meeting high school graduation requirements, as determined by CCA.
 - h. Student must review the program guidelines and course syllabi to ensure a clear understanding of expectations for successful/satisfactory performance.
 - i. Luzerne County Community College may not enroll participating students in remedial, developmental, or other courses that are not college-level.
 - ii. Courses are taught at a postsecondary or collegiate expectation/standard.
 - iii. Courses are identical to traditional Luzerne County Community College courses.
 - iv. Courses enforce prerequisite course requirements that are identical to those

enforced for the same courses when students who are not from CCA are enrolled.

12. In consultation with Luzerne County Community College, CCA may waive the eligibility criteria above for a student.

COSTS AND BILLING

13. Luzerne County Community College shall invoice CCA after the finalization of enrollment and student account reports. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
14. CCA will pay Luzerne County Community College the fees and costs set forth in the Attachment to this Agreement. Any additional costs for learning materials (fees, books, supplies, tools, certification exams, and all other fees and costs necessary for the student's enrollment and participation in the course) will be included in invoicing from Luzerne County Community College to CCA and CCA learners and families will not receive a bill, invoice, or request for payment. This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
 - a. Learners are not eligible for any state or federal financial aid through the Early College Program.
15. Luzerne County Community College will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at Luzerne County Community College. Should Luzerne County Community College determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, Luzerne County Community College will contact CCA prior to seeking payment or proceeding with the student's enrollment.

SPECIAL EDUCATION & COMPLIANCE

16. Luzerne County Community College agrees to comply with all federal and state laws and CCA Board policies regarding the health and safety of students and confidentiality and safekeeping of information, including background check and health testing requirements under the Public School Code and Human Services Code, child abuse reporting, FERPA and IDEA. Luzerne County Community College further agrees to keep confidential any proprietary information shared with it by CCA. Luzerne County Community College will sign such documents provided by CCA to confirm compliance with the foregoing.

- a. Students who have a documented disability will need to have their paperwork (IEP, 504 plan, medical documentation) submitted to the Luzerne County Community College Counselor of Accessibility Services and sign the Request for Accommodations form.
- b. If interested in receiving college services for accommodations, the student is responsible for initiating accessibility services.
- c. The accommodation policy and procedure along with resources are available through the student intranet at Luzerne County Community College.

PARTNERSHIP

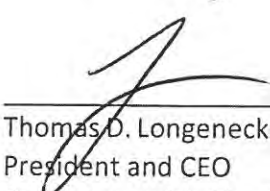
- 17. CCA and its employees and Luzerne County Community College and its employees shall both be properly insured and acknowledge and agree to be treated as independent contractors in partnership with one another.
- 18. Either party may terminate this Agreement for any or no reason provided the party who wishes to terminate this Agreement grants the non-terminating party sixty (60) days written notice. Upon termination of this Agreement, all costs which have accrued at the time of termination shall be paid. Any CCA students enrolled in Luzerne County Community College courses at the time of termination shall remain enrolled through the end of the course(s) and termination shall not become effective until the final date of the college's then current academic period if an academic period is in progress as of the date of the termination notice.
- 19. This Agreement shall automatically renew for one-year periods unless terminated by either party and encompasses courses at the main campus or any of the college's off-campus sites.
 - a. This Agreement may be modified at any time with signed mutual written consent of all parties hereto.
 - b. Both CCA and Luzerne County Community College reserve the right to adopt any additional rules and regulations deemed necessary or appropriate with respect to the Early College Program, such rules and regulations to become effective sixty (60) days after written notice between parties.
- 20. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, cost expenses, including reasonable attorney's fees in law or equity, of any kind whatsoever, arising out of or in any manner directly or indirectly related to negligent or intentional acts or omissions or violations or failures to comply with federal, state, or local laws by the first party. This paragraph will survive the termination of this Agreement and the completion of the parties' duties under this Agreement.

SIGNATURE PAGE



John Yudichak
President, Luzerne County
Community College

Date: 10/22/24



Thomas D. Longenecker
President and CEO
Commonwealth Charter Academy Charter School

Date: 9/14/24

ATTACHMENT 1

COURSES/PROGRAMS

Any course taken at Luzerne College that is aligned with the learner's interest or intended college or career plans is eligible for Dual Enrollment, pending agreement between Luzerne County Community College and CCA and available seats. (See #2)

The pre-requisites and co-requisites listed for specific courses and curricula must be observed to ensure qualification for subsequent courses and to gain maximum benefit from instruction.

Luzerne County Community College reserves the right to cancel any course (on or off campus) for which enrollment does not satisfy minimum enrollment requirements.

Note: course descriptions, prerequisite requirements, additional certifications or trainings, Luzerne County Community College credits and lecture/lab ratios, and any additional fees provided upon request. Course progressions provided at the time of CCA ITR/Course Selection and/or learner enrollment.

FEES

The most current cost/fee structure for Luzerne County Community College appears at the school's website:

TUITION as of JULY 1, 2024	EARLY COLLEGE STUDENTS ATTENDING CLASSES AT THEIR HIGH SCHOOL	EARLY COLLEGE STUDENTS ATTENDING CLASSES ONLINE OR AT AN LCCC LOCATION
* See Below	1	2

Tuition	\$45.00 per credit hour	\$70.00 per credit hour
Fees	Early-College Fee \$30	Early-College Fee \$30
3 Credit Course Total	\$165 = 30 + 135 (45 x 3)	\$240 = 30 + 210 (70 x 3)

Early College students are also responsible for lab fees associated with science, culinary and the trades courses.

**Tuition and fees listed are subject to change by the Board of Trustees. When changes are made, notice will be given as far in advance as possible.*

8/1/24 – 7/31/29

Addendum #2 to Concurrent Enrollment Agreement between Commonwealth Charter Academy Charter School ("CCA") and Luzerne County Community College ("LCCC")

In addition to the terms and conditions listed in the above referenced document, the parties shall agree to the following provisions to be incorporated into the same by placing below their authorized signature.

- This Agreement and Addendum represent the entire understanding between the Parties and can be modified only in writing with the same formality as the original Agreement.
- This Agreement will be reviewed annually by the appropriate persons at LCCC or CCA and will automatically renew for a period of time not to exceed five (5) years. Not later than sixty (60) days prior to the end of the five (5) year period, each Party shall review and together make any changes to an updated Agreement to be considered for execution and implementation.
- The Parties understand that they shall act in an independent capacity in the performance of this Agreement, and shall not be considered as employees, agents, affiliates, or subsidiaries of each other. Neither Party shall have the right to bind or obligate the other in any manner inconsistent with or unrelated to this Agreement.
- This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without reference to conflict of laws principles. Any dispute under this Agreement shall be resolved in the state or federal courts located in Luzerne County, Pennsylvania. The terms of this Agreement are not in violation of any state, federal or local legislation. Should any be discovered, or any law later amended, only that portion of the Agreement becomes subject to negotiation or resolve.
- ~~Luzerne County Community College does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities. For a complete copy of the LCCC non-discrimination policy, go to <http://portal.luzerne.edu/forms/dc.pdf>. Inquiries may be directed to the Title IX Coordinator, Kim Hogan, Dean of Human Resources, Luzerne County Community College, 521 Trailblazer Drive, Nanticoke, Pennsylvania, 18634, khogan@luzerne.edu or 800-377-5222 extension 7363. Inquiries related to accessibility services for students may be directed to the Section 504 Coordinator, Dr. Graceann Platukus, Vice-President of Enrollment Management & Student Affairs, Luzerne County Community College, 521 Trailblazer Drive, Nanticoke, Pennsylvania, 18634, gplatukus@luzerne.edu or 800-377-5222, ext. 7243.~~
- CCA agrees that they are an Equal Opportunity Employer.
- Any notices to be given hereunder by any Party to the other may be provided by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses set forth hereinafter, but each Party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing.
- If to LCCC:
Luzerne County Community College
Attention: Early College Program Administrator
521 Trailblazer Drive
Nanticoke PA 18634

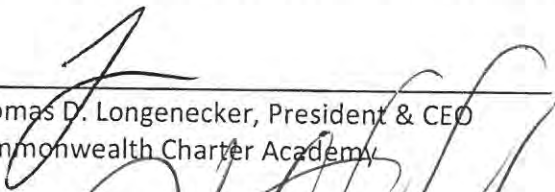
For a complete copy of LCCC's Title IX Policy and LCCC's Nondiscrimination Policy, please go to: <https://luzerne.edu/about/titleix>

8/1/24 – 7/31/29

Copy to: Luzerne County Community College
Attention: Finance Division Administrator
521 Trailblazer Drive
Nanticoke PA 18634

- If to CCA: Stephanie McHugh, Senior Vice President of Career Readiness, 162 E. Bridge Street, Homestead, PA, 15120. 412.916.4550. Smchugh@ccaeducate.me

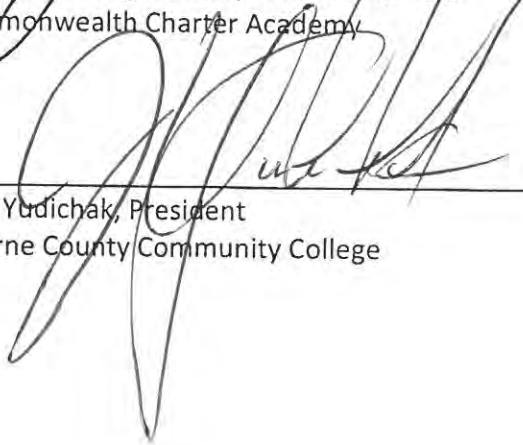
- The Parties shall comply with the Federal Educational Rights and Privacy Act of 1974, as amended.
- LCCC shall not be responsible for the payment of any federal, state, or local taxes for or on behalf of the Institution under any circumstances.
- This agreement mutually binds and benefits all heirs, assignees, and successors of both Parties.
- It is understandably possible that each party may sign several counterparts of this Agreement. It is hereby agreed that each duly signed counterpart is considered valid as part of this Agreement.
- Waiver by one party hereto of breach of any provision of this Agreement by the other shall not be construed as a continuing waiver.
- Should any court determine any provision of this Agreement, or any portion thereof, to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- This Agreement may not be assigned without the prior written consent of the College.



Thomas D. Longenecker, President & CEO
Commonwealth Charter Academy

Date

9/14/24



John Yudichak, President
Luzerne County Community College

Date

10/22/24

Dual Enrollment Agreement

Messiah University and Commonwealth Charter Academy Charter School

This Agreement is entered into by and between Commonwealth Charter Academy Charter School (CCA) and Messiah University. This agreement sets out the terms and conditions of the dual enrollment program offered by these two institutions.

Purpose

Dual enrollment provides motivated high school juniors and seniors the opportunity to take college courses that satisfy both high school graduation and college credit requirements.

Term

The term of this agreement will become effective upon the signatures of both parties and will remain in effect so long as both parties wish to continue the dual enrollment program.

Program Description

Dual enrollment provides motivated high school juniors and seniors the opportunity to take college courses that satisfy both high school graduation and college credit requirements.

Student Eligibility

To enroll in a Messiah University dual-enrollment course a student must meet these eligibility requirements:

- Entering, or currently in, the junior or senior year of high school and at least 15 years of age at the time of participation in the dual-enrollment course
- Demonstrate a cumulative GPA of 3.0 or higher on your high school transcript
- Submit required CCA enrollment forms and Messiah University Dual Enrollment Recommendation Form from a teacher and/or guidance counselor
- Submit the Messiah University Parent/Guardian Permission Form
- Satisfy the prerequisite requirements, if any, for the specific courses in which the student seeks to enroll
- Complete one semester of non-credit, credit, or certificate programs with CCA prior to enrollment
- Not be engaged in the academic escalation (MTSS warning and intervention) process
- Be satisfactorily meeting high school graduation requirements, as determined by CCA
- Demonstrate readiness for the level of coursework in the intended subject areas as jointly determined by Messiah and CCA (may include recommendations, entering and maintained GPA, standardized test scores, and placement exams, if necessary)
- Review the program guidelines and course syllabi to ensure a clear understanding of expectations for successful/satisfactory performance.
- Student eligibility must be verified each term by CCA
- Exceptions to the above eligibility requirements may be made for CCA learners of any grade level who exhibit readiness for college-level coursework, upon agreement between CCA and Messiah.

Courses

Messiah University offers dual-enrollment courses at its main campus, located in Mechanicsburg, PA. This option provides a traditional collegiate classroom experience with face-to-face interaction with professors and classmates. A limited number of online courses are also available during the fall and spring. Following the registration of Messiah's undergraduate students each term (fall semester, spring semester and summer) the University makes remaining class openings available to dual-enrolled students. Approved dual enrollment students may also enroll in online courses offered during Messiah's summer term.

Dual enrollment students will be accountable for the same classroom and attendance requirements as regular college students, including the use of assigned textbooks and instructional resources (i.e., laptop computers). Students will have access to Messiah University's Student Computer Services, Murray Library, Writing Center and Learning Center, as well as Supplemental Instruction if associated with a particular course.

- Courses are non-remedial.
- Courses are taught at a postsecondary or collegiate expectation/standard.
- Courses are identical to traditional Messiah courses.
- Courses enforce prerequisite course requirements that are identical to those enforced for the same courses when students who are not from CCA are enrolled.

Student Credit

Students may take a maximum of seven (7) credits per semester at the discounted dual enrollment tuition rate. If a student takes more than seven (7) credits in a particular semester, the part-time non-degree tuition rate will apply to the credits beyond seven (7).

A minimum grade of "D" must be earned to be considered successfully completed under this agreement. Courses may not be taken "pass/fail" if the student wishes to receive high school credit.

Messiah University acknowledges CCA's right to apply credit toward high school graduation requirements, as CCA deems appropriate. Messiah University will award postsecondary credit to students who successfully complete courses. The Messiah University transcript will reflect completion of college-level work according to commonly accepted post-secondary practices. There will be no notation of high school status on the transcript.

Messiah University is a regionally accredited university. Messiah University credit may transfer to other colleges or universities as a general education course, a major requirement or a free elective.

Tuition and Related Expenses

- CCA will pay Messiah the fees and costs set forth in the Attachment to this Agreement. Any additional costs, academic fees (fees necessary for the student's enrollment and participation in the course, inclusive of book fees) will be included in invoicing from Messiah to CCA. CCA learners and families will not receive a bill, invoice, or request for payment. CCA will receive separate invoicing which shall include any additional cost for learning materials (textbooks and any materials necessary for the student's enrollment and participation in the course). This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
 - CCA learners should opt into the Slingshot system, so invoicing from Messiah can include both tuition costs and costs and fees associated with each course.

- CCA students who enroll in Messiah courses outside of CCA's internal approval are subject to CCA's and Messiah's academic and financial policies.
 - Withdrawals: Students who wish to be removed from their dual credit program class(es) must follow the Messiah Add/Drop or Withdrawal Policy in accordance with the Academic Calendar. Students will receive a W grade on their Messiah transcript, as long as the student has met the appropriate deadlines as outlined by the Messiah academic calendar on the Messiah website. The Messiah refund policy will be followed.
- Messiah will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at Messiah. Should Messiah determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, Messiah will contact CCA prior to seeking payment or proceeding with the student's enrollment.
- Messiah shall invoice CCA after enrollment is confirmed. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.

Additional Administrative Responsibilities

Application: The student is responsible for completing the online application.

Acceptance and Registration: Messiah University will notify the students of acceptance and the registration process.

Orientation: Messiah University will hold an orientation for the fall semester for new dual enrollment students.

Materials: The student is responsible for acquiring the required textbooks, instructional resources and materials through Slingshot, for third-party billing from Messiah to CCA.

Academic Progress Reports: Students are responsible for monitoring their own academic progress; the University does not provide regular academic progress reports, but may notify a student if he/she is at risk of not completing the course successfully.

Regulations

Messiah agrees to comply with all federal and state laws and CCA Board policies regarding the health and safety of students and confidentiality and safekeeping of information, including background check and health testing requirements under the Public School Code and Human Services Code, child abuse reporting, FERPA and IDEA. Messiah further agrees to keep confidential any proprietary information shared with it by CCA. Messiah will sign such documents provided by CCA to confirm compliance with the foregoing.

- FERPA guidance FERPA guidance states, "If the student is under 18, the parent/s still retain the rights under FERPA at the high school and may inspect and review any records sent by the postsecondary institution to the high school. Additionally, the postsecondary institution 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." (<https://studentprivacy.ed.gov/faq/if->

student-under-18-enrolled-both-high-school-and-local-college-do-parents-have-right-inspect)

Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, cost expenses, including reasonable attorney's fees in law or equity, of any kind whatsoever, arising out of or in any manner directly or indirectly related to negligent or intentional acts or omissions or violations or failures to comply with federal, state, or local laws by the first party. This paragraph will survive the termination of this Agreement and the completion of the parties' duties under this Agreement.

SIGNATURES

CCA and Messiah agree not to illegally discriminate in their educational programs, activities or employment practices based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, union membership or any other legally protected classification. Announcement of this policy is in accordance with state law, including the Pennsylvania Human Relations Act, and with federal law, including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. Notwithstanding the foregoing, as a faith-based institution, Messiah University reserves the right to impose faith requirements as permitted by applicable law in community standards and in the hiring and assigning of faculty and staff.

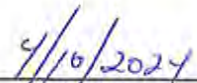
Contact at Messiah University: Matt Reitnour at mreitnour@messiah.edu

SIGNATURES

Commonwealth Charter Academy (CCA)



Tom Longenecker
President & CEO

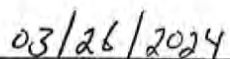


Date

Messiah University



John Chopka
Vice President for Enrollment Management



Date

ADDENDUM

LEGISLATIVE GUIDANCE

Section 1525 of the Public School Code requires that CCA enter into an agreement with an institution of higher education approved to operate in Pennsylvania (IHE) in order to allow students attending CCA and enrolled in Grades 7-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education (CTE) programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education's collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 158 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including postsecondary and career and technical education (CTE) coursework, career readiness indicators, and acceptance to an IHE.

CCA specializes in providing an online, personalized learning experience to students in Grades K- 12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Articulation Defined

PDE defines "articulation" as, "a planned process of curriculum development, instructional strategies, and administrative procedures, which link educational agencies with other educational agencies or with industries. The linkage helps students make a transition from a school entity to another school entity, college, or university or a business/industry without experiencing delays in or duplication of learning." 22 Pa. Code § 339.1a(b). See also 22 Pa. Code § 49.1 (describing "articulation" as the transfer and recognition of academic achievement between institutions to facilitate the successful transfer of students without duplication of course work).

COURSES

Dual enrollment learners are eligible for any course without restriction and for which the learner has met the pre-requisite. Seats in courses are not guaranteed to CCA learners and are open to learners, pending availability. Additional courses may be added from the Messiah catalog of offerings for each semester, upon agreement between CCA and Messiah. Courses are delivered in-person, online, hybrid, or all, pending available seats and learner eligibility.

Messiah courses may be accessed here:

[DUAL ENROLLMENT](#)

[MESSIAH CATALOG](#)

FEE STRUCTURE

Fees are determined by course requirements and are available on the Messiah website.

Dual Enrollment Reduced Rate: \$150 per credit hour

NOTE: Reduced Dual Enrollment Rate eligible for the maximum number of seven (7) credits as noted in the Agreement.

**Tuition and fees listed are subject to change by the Board of Trustees. When changes are made, notice will be given as far in advance as possible.*

**Concurrent Enrollment Agreement Between
Commonwealth Charter Academy Charter School
and Northampton Community College**

This concurrent credit Agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a Grade K-12 public cyber charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by **Northampton Community College**. This Agreement shall be effective from September 1, 2024, through August 31, 2027, and will automatically renew for one-year periods unless otherwise stipulated by CCA and Northampton Community College.

Background

Section 1525 of the Public School Code requires that CCA enter into an agreement with an institution of higher education approved to operate in Pennsylvania (IHE) in order to allow students attending CCA and enrolled in Grades 10-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education (CTE) programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education’s collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 158 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including post-secondary and career and technical education (CTE) coursework, career readiness indicators, and acceptance to an IHE.

CCA specializes in providing an online, personalized learning experience to students in Grades K-12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Articulation Defined

PDE defines "articulation" as, "a planned process of curriculum development, instructional strategies, and administrative procedures, which link educational agencies with other educational agencies or with industries. The linkage helps students make a transition from a school entity to another school entity, college, or university or a business/industry without experiencing delays in or duplication of learning." 22 Pa. Code § 339.1a(b). See also 22 Pa. Code § 49.1 (describing "articulation" as the transfer and recognition of academic achievement between institutions to facilitate the successful transfer of students without duplication of course work).

In consideration of the foregoing and the terms and conditions that have been discussed, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties intending to be bound agree to the following terms:

COURSES AND CREDITS

1. CCA students enrolled in Grades 10-12 may register for courses, programs, training, and other educational offerings (IHE courses) of Northampton Community College, as agreed to by CCA and Northampton Community College.
2. Courses offered under this Agreement are inclusive of all courses offered at Northampton Community College, pending available seats in programs. CCA's CEO or designee may, in consultation with Northampton Community College, also allow CCA students to take other courses to meet student interest and college or career preparation objectives, and such additional courses shall be subject to the terms of this Agreement.
3. Northampton Community College shall provide CCA with records of student course completion and grade(s) within 30 days of the final day of the course. In order to obtain CCA credit, students must earn a minimum grade of 60% or a grade of D or better in each course.
4. Northampton Community College will award credits at or through Northampton Community College to the CCA students in the same manner as those awarded to other individuals enrolled at Northampton Community College.
5. The courses are offered with the intent of providing instruction for CCA students, and CCA shall grant students credits toward the completion of courses required for graduation.
6. CCA shall weight the high school credits earned by a student for completion of an IHE course – irrespective of whether the course is academic or technical – in the manner similar to Advanced Placement (AP) Program courses at CCA.
7. The courses will be taught by Northampton Community College staff and available to the CCA students online, in-person, or a combination thereof.
8. CCA students who enroll in Northampton Community College courses outside of CCA's internal approval are subject to CCA's and Northampton Community College's academic and financial policies.

9. Northampton Community College will allow CCA to review appropriate course documentation to ensure that it is appropriate to recommend and/or provide concurrent credit for its students under this Agreement.
10. CCA students shall enroll in the courses pursuant to guidelines agreed to by CCA and Northampton Community College. Northampton Community College staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in Northampton Community College courses.

ELIGIBILITY/ENROLLMENT CRITERIA

11. Students who meet all of the following criteria are qualified to participate in the dual credit program and will be enrolled in Northampton Community College courses under this Agreement in accordance with the procedures and guidelines adopted by CCA, copies of which shall be furnished to Northampton Community College upon request. At a minimum, CCA students shall meet the following CCA eligibility criteria:
 - a. Student must be in Grades 10-12 and registered for the programs, courses, training, and other educational offerings of Northampton Community College as agreed to by CCA and Northampton Community College.
 - b. Student must obtain written permission from student's parent(s) or legal guardian(s) to participate in the program.
 - c. Student must demonstrate readiness for the level of coursework in the intended subject areas as jointly determined by Northampton Community College and CCA (may include recommendations, entering and maintained GPA, standardized test scores, and placement exams, if necessary).
 - d. Student must maintain a 3.0 cumulative GPA at CCA.
 - e. Student must complete one semester of non-credit or credit certificate programs with CCA prior to enrollment.
 - f. Student must not be engaged in the academic escalation (MTSS warning and intervention) process.
 - g. Student must be satisfactorily meeting high school graduation requirements, as determined by CCA.
 - h. Student must review the program guidelines and course syllabi to ensure a clear understanding of expectations for successful/satisfactory performance.
 - i. Courses are non-remedial.
 - ii. Courses are taught at a postsecondary or collegiate expectation/standard.
 - iii. Courses are identical to traditional Northampton Community College courses.
 - iv. Courses enforce prerequisite course requirements that are identical to those enforced for the same courses when students who are not from CCA are enrolled.
12. In consultation with Northampton Community College, CCA may waive the eligibility criteria above for a student.

COSTS AND BILLING

13. Northampton Community College shall invoice CCA after the finalization of enrollment and student account reports. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
14. CCA will pay Northampton Community College the fees and costs set forth in the Attachment to this Agreement. Any additional costs for learning materials (fees, books, supplies, tools, certification exams, and all other fees and costs necessary for the student's enrollment and participation in the course) will be included in invoicing from Northampton Community College to CCA and CCA learners and families will not receive a bill, invoice, or request for payment. This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
15. Northampton Community College will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at Northampton Community College. Should Northampton Community College determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, Northampton Community College will contact CCA prior to seeking payment or proceeding with the student's enrollment.

SPECIAL EDUCATION & COMPLIANCE

16. Northampton Community College agrees to comply with all federal and state laws and CCA Board policies regarding the health and safety of students and confidentiality and safekeeping of information, including background check and health testing requirements under the Public School Code and Human Services Code, child abuse reporting, FERPA and IDEA. Northampton Community College further agrees to keep confidential any proprietary information shared with it by CCA. Northampton Community College will sign such documents provided by CCA to confirm compliance with the forgoing.

PARTNERSHIP

17. CCA and its employees and Northampton Community College and its employees shall both be properly insured and acknowledge and agree to be treated as independent contractors in partnership with one another.
18. Either party may terminate this Agreement for any or no reason provided the party who wishes to terminate this Agreement grants the non-terminating party thirty (30) days written notice. Upon termination of this Agreement, all costs which have accrued at the time of termination shall be paid. Any CCA students enrolled in Northampton Community College courses at the time of termination shall remain enrolled through the end of the course(s).

19. This Agreement shall automatically renew for one-year periods unless terminated by either party.

20. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, cost expenses, including reasonable attorney's fees in law or equity, of any kind whatsoever, arising out of or in any manner directly or indirectly related to negligent or intentional acts or omissions or violations or failures to comply with federal, state, or local laws by the first party. This paragraph will survive the termination of this Agreement and the completion of the parties' duties under this Agreement.



David A. Ruth, Ph.D.
President
Northampton Community College

Date: 6/25/2024



Thomas D. Longenecker
President and CEO
Commonwealth Charter Academy Charter School

Date: 6/12/2024

ATTACHMENT 1

COURSES/PROGRAMS

Important Notes

- **Articulation Agreement** is the document NCC uses for HS credits to transfer INTO NCC from CCA-taught courses.
- This document is the **MOU** governing the transfer of credits OUT OF NCC and into CCA for the purpose of HS graduation credits. (Students earn college credits under dual enrollment that may be transferable to other postsecondary schools.)

Northampton Community College Dual Enrollment Courses:

- Essentials of Biology (4)
- Human Biology (4)
- General Chemistry I (4)
- Chemistry of Life (4)
- Introduction to IT (3)
- Introductory Statistics (3)
- American National Government (3)
- Principles of Sociology (3)
- Any additional course taken at NCC that is aligned with the learner's interest or intended college or career plans is eligible for Dual Enrollment, pending agreement between NCC and CCA. (See #2)

Northampton Community College Business & Industry Programs:

- AA in Culinary Arts: College Success (1), Culinary Foundations (4), Product Identification & Costing (3), Baking & Pastry Production (3), Culinary Skill Development (3), Protein Fabrication & Utilization (3), American Regional Cuisine (3), and Global Cuisine (3)
- Baking & Pastry Specialized Diploma (3 semesters): College Success (1), Baking & Pastry Fundamentals (3), Intro to Baking & Pastry (3), Intro to Culinary Arts (3), Artisan Breads & Rolls (3), Advanced Baking & Pastry Techniques (3), Classic Cakes & Tortes (3), Cookies & Petite Desserts (3), Plated Desserts (3)
- Additional CTE Progressions may be provided for select students in:
 - Hospitality and Sport Management
 - Computer Aided Design
 - Construction Management
 - Electrical Technology
 - Electromechanical Technology
 - Industrial Maintenance Millwright
 - HVAC/R Technology
 - Welding Technology
 - Any additional courses may be added from the full catalog of Northampton Community College offerings at any time, upon agreement between CCA and Northampton Community College.

Note: course descriptions, prerequisite requirements, additional certifications or trainings, NCC credits and lecture/lab ratios, and any additional CTE course fees provided upon request. Course progressions provided at the time of CCA ITR/Course Selection.

FEES

- Northampton County Residents - \$90 per credit
- Other PA County Residents - \$110 per credit
- Monroe County Residents - \$95 Per credit
- Out of State/Country Residents - \$125 per credit

ADDITIONAL CHS DISCOUNT NOTE

Tuition for dual enrollment learners is discounted when following the traditional College-in-HS model (CCA instructor, NCC curriculum):

- Northampton Co. residents: \$75 per credit
- Monroe Co. residents: \$80 per credit
- Out-of-county residents: \$95 per credit

These rates apply beginning in the 2025-2026 school year for two courses in CCA's Grow-Your-Own initiative through Northampton. These courses will be offered through edio at the discounted rates:

- Introduction to Special Education (SPEC160)
- Education for All Students (EDUC115)

**Tuition and fees listed are subject to change by the Board of Trustees. When changes are made, notice will be given as far in advance as possible.*



MEMORANDUM OF UNDERSTANDING

Pennsylvania College of Art & Design (PCA&D) and
Commonwealth Charter Academy (CCA) Dual Enrollment Agreement

Commonwealth Charter Academy

One Innovation Way
Harrisburg, PA 17110
www.ccaeducate.me

and

Pennsylvania College of Art & Design

204 North Prince Street
Lancaster, PA 17608
www.pcad.edu

I. DEFINITION

In the Commonwealth of Pennsylvania "dual enrollment," also known as "concurrent enrollment," refers to postsecondary education courses that count towards high school graduation requirements and are college-level and credit-bearing. Pennsylvania College of Art & Design dual enrollment courses are transferable to PCA&D baccalaureate degree and postsecondary certificate programs and may be transferable to other institutions. PCA&D's dual enrollment course offerings are designed to provide qualified high school students the opportunity to earn college credit and accelerate their postsecondary professional art and design studies.

II. PURPOSE AND SCOPE OF AGREEMENT

Pennsylvania College of Art and Design (PCA&D) is partnering with Commonwealth Charter Academy (CCA) to provide the opportunity to qualified high school juniors and seniors to enroll in credit-bearing courses that contribute to their completion of secondary education graduation requirements and initiate their studies in postsecondary education. Under this agreement, students may earn concurrent high school and college credit, as approved by the school, school district, and/or the Pennsylvania Department of Education. Courses eligible for dual enrollment are selected from general education courses, postsecondary certificate program courses, and foundation studio courses offered by PCA&D. Enrollment is subject to student qualifications as well as course availability. Students may take up to six (6) credits a semester or twelve (12) credits per year under this agreement. PCA&D courses are taught by PCA&D faculty members.

III. PRINCIPLES AND TERMS OF AGREEMENT

PCA&D and CCA mutually confirm the following points of agreement, to assure equal treatment of qualified dual enrollment students. Under this agreement, PCA&D agrees to following:

1. Assign a Coordinator to develop partnerships with the local secondary schools and be responsible for the administration of the program at the Lancaster site, including the following details:
 - a. Prepare and sign the Memorandum of Understanding (MOU).
 - b. Coordinate application and enrollment deadlines with the CCA personnel in charge of early college and dual enrollment programs.
 - c. Continually advise students enrolled in the dual enrollment program to assess registration intentions for each semester.
2. Assign a Dual Enrollment Admission Counselor who will work with the CCA contact, administering the following details:
 - a. Coordinate student eligibility, admissions, and course enrollment process. Students must:
 - i. Fulfill Enrollment Criteria:
 1. Maintain eligibility with a cumulative CCA GPA of 2.5 or higher, be satisfactorily meeting high school graduation requirements as determined by CCA, and not be involved in the academic escalation (MTSS) process.
 2. Be an enrolled rising or current junior or senior, having completed one semester of non-credit or credit-bearing certificate programs with CCA.
 3. In consultation with PCA&D, CCA may waive the eligibility criteria above for a student.
 - ii. Submit the PCA&D Dual Enrollment application (including parent/guardian permission), located at pcad.edu/dual-enrollment.
 1. Also submit the PCA&D Dual Enrollment Request Form (completing all information with cooperation from CCA personnel).
 2. Release the official High School Transcript; sent by CCA to admissions@pcad.edu with most current coursework included.
 - iii. Participate in a brief Interview to be scheduled by PCA&D's Dual Enrollment Admissions Counselor. If the student is planning to take any art-making based courses, they'll be asked to show a few pieces of art and discuss their creative skill-sets to ensure they'll be successful in a studio class environment.
 - iv. Meet any course prerequisites or complete any "pipeline" courses, if applicable.

- v.o Register for the courses, programs, training, and other educational offerings by following the process and adhering to all deadlines as outlined by CCAo and PCA&D.o
 - vi.o Follow the course drop/withdraw process in accordance with PCA&D policy.o Enrollment withdrawals will be credited according to PCA&D cancellationo and withdrawal policies.o
 - vii.o NOTE: CCA students who enroll in PCA&D courses outside of CCA's internalo approval are subject to CCA's and PCA&D's academic and financial policies.o
- 3.o Provide enrolled students with a PCA&D ID and student network account, information on PCA&D student policies and services, and access to college resources and facilities.o
- 4.o Provide designated CCA personnel with in-progress grade reports upon request in order that they be included in CCA grade reporting to learners and families. Provide students with PCA&D online access to grade reports after the completion of each course; support students in the process of obtaining an official PCA&D transcript.o
- 5.o PCA&D faculty and staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in PCA&D courses and programs.o
- 6.o Upon confirmation of term enrollment, invoice CCA for the course fees for each enrolled student. The invoice shall provide CCA with the name of each student and the course(s) in which each student is enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.o
- a.o NOTE: PCA&D will not directly bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement or for any other fees or costs that are not charged to other individuals enrolled at PCA&D.o
 - b.o Should PCA&D determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation, PCA&D will contact CCA prior to seeking payment or proceeding with the student's enrollment.o
- 7.o CCA / PCA&D dual enrollment students are eligible to participate in programming and opportunities offered through PCA&D exhibitions programs, including joint curatorial and exhibition opportunities and experiences. PCA&D representatives will coordinate with CCAo personnel to facilitate these opportunities for students at the beginning of each school year.o
- 8.o PCA&D agrees to comply with all federal and state laws and CCA Board policies regarding the health and safety of students and confidentiality and safekeeping of information, including background check and health testing requirements under the Public School Code and Human Services Code, child abuse reporting, FERPA and IDEA. PCA&D further agrees o

to keep confidential any proprietary information shared with it by CCA and will sign such documents provided by CCA to confirm compliance with the foregoing.

Under this agreement, CCA agrees to the following:

1. Commonwealth Charter Academy will assign a contact to:
 - a. Ensure that students who apply meet the criteria set forth in the Dual Enrollment application, confirming student eligibility each term.
 - b. Forward the Dual Enrollment Request Form, including parent/guardian written permission, and each student's official in-progress transcripts to PCA&D via admissions@pcad.edu in order to meet the agreed-upon deadline.
 - c. Assist in meeting students' scheduling needs to accommodate their CCA coursework and PCA&D's block schedule offerings.
 - d. Provide relevant documentation in the form of IEPs/504s in compliance with IDEA. Coordinate access to career and academic advising resources offered by PCA&D by coordinating meetings between representatives from each institutional annually, prior to the start of the new school year.
 - e. Grant credit toward the completion of courses required for CCA graduation. Note: CCA shall weigh the high school credits earned by a student for completion of an PCA&D course — irrespective of whether the course is academic or technical — in the manner similar to the Advanced Placement (AP) Program courses at CCA.
 - f. Upon receipt of PCA&D term invoicing (after enrollment is finalized), pay the tuition, the \$50 technology fee due each semester, and any additional materials fees associated with specific courses. Tuition is \$600 per three-credit hour course. No additional costs will be charged to CCA or students unless agreed to in writing by CCA.

IV. LENGTH OF AGREEMENT

This agreement will continue in effect for a two (2)-year period and will automatically renew for up to two consecutive two (2)-year periods unless terminated or amended. Amendments and terminations must occur in writing by June 30 of any calendar year in order for changes to be applicable to the following academic year. Students participating in the program at any time of termination shall be permitted to complete the course under the terms and conditions set forth within.

The PCA&D address to which the written notice is to be sent is cmassev@pcad.edu or Pennsylvania College of Art & Design, ATTN: Provost, 204 N. Prince Street, Lancaster, PA 17608-0059.

The CCA address to which the written notice is to be sent is smchugh@ccaeducate.me or Commonwealth Charter Academy, ATTN: Vice Provost of K-12 Career Readiness, 162 E. Bridge Street, Homestead, PA 15120.

204 North Prince Street, PO Box 59
Lancaster PA 17608-0059
717 396 7833
pcad.edu

Pennsylvania College of **ART & DESIGN**

V. NON-DISCRIMINATION POLICY:

Pennsylvania College of Art & Design values diversity, equity, and inclusion and affirms its commitment to a college community where all are treated with respect and dignity. PCA&D has an institutional commitment to equal opportunity and is committed to creating and fostering positive educational, working, and living environments where all community members can participate fully and equally and are free from discrimination, harassment, intimidation, or retaliation.

Discrimination is antithetical to our core values. Each member of the PCA&D community—including faculty, staff, and students—is responsible to foster a culture of respect and uphold the College's non-discrimination policy:

Pennsylvania College of Art & Design prohibits discrimination against and harassment on the basis of age, race, color, national or ethnic origin, sex, gender identity or expression, sexual orientation, family or marital status, pregnancy, genetic information, disability, religion, veteran status, or any other protected class in any aspects of its employment process, admissions process, and programs and activities. Pennsylvania College of Art & Design prohibits unlawful discrimination and harassment in accordance with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Pennsylvania Human Relations Commission Policies & Nondiscrimination Guidelines, City of Lancaster General Legislation Chapter 125/Ord. No. 10-2001, and all other applicable federal, state, and local laws.

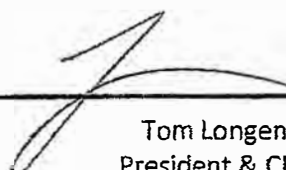
VI. AGREEMENT AUTHORIZATION

The following are the designated program and or institutional representatives for each institution for the purposes of implementing this agreement and for any notices required to be given under this agreement.

This authorized agreement is to become effective on January 1, 2024 and will undergo a comprehensive review in August 2027.

VII. SIGNATURES

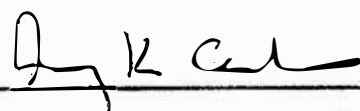
CCA

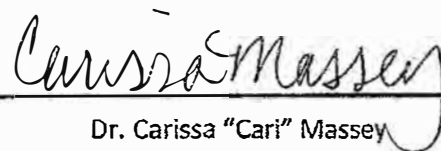


Tom Longenecker
President & CEO, CCA

Dr. Stephanie McHugh
Vice Provost, CCA

PCA&D



President, PCA&D

Dr. Carissa "Cari" Massey
Provost, PCA&D

VIII. ADDENDUM TO THE AGREEMENT BETWEEN PCA&D AND CCA

BACKGROUND:

This concurrent credit agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a Grade K-12 public cyber charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by Pennsylvania College of Art & Design (PCA&D).

Section 1525 of the Public School Code requires that CCA enter into an agreement with an Institution of Higher Education (IHE) approved to operate in Pennsylvania in order to allow students attending CCA and enrolled in Grades 9-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education's collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 158 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including post-secondary and career and technical education coursework, career readiness indicators, and acceptance to an IHE.

CCA specializes in providing an online, personalized learning experience to students in grades K- 12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

COURSES AND CREDITS:

The courses offered under this Agreement are included in this Addendum; however, CCA's CEO or designee may, in consultation with PCA&D, also allow CCA students to take other IHE courses through PCA&D to meet student interest and career preparation objectives, and such additional courses shall be subject to the terms and conditions of this Agreement.

PCA&D will award credits at or through PCA&D to enrolled CCA students in the same manner as those awarded to other individuals enrolled in PCA&D.

On-line Programs/Courses Offered:

Phase #1

- e In Person Foundation Studio classes on PCA&D's Campuse
- e Certificates in Business & Creative Industrye
- e Certificates (may be applied to a minor or BFA):
 - oe Fashion Merchandisinge
 - oe eSportse
 - oe Data Visualizatione

Phase #2

- e AA in Design Thinking (pre-requisite in Foundation Studio until virtual options are created)e



Commonwealth Charter Academy

Advanced Manufacturing Pre-Apprenticeship

Agreement for Training Services

Proposal Date:
12-13-2024

Submitted to:

Allen Norton
Manager, Career Readiness Partnerships
717-825-6795
anorton@ccaeducate.me

Submitted by:

Ross Berger
MIDAS+ Grant Manager
570-327-4775
rab33@pct.edu



**Pennsylvania
College of Technology**
A Penn State Affiliate

One College Avenue
Williamsport, PA 17701
570-327-4775
wdce.pct.edu

Pennsylvania College of Technology has a long history of addressing skills gaps through customized contract and consortia-based training solutions, and public workshops.

Workforce Development extends the resources of Pennsylvania College of Technology to organizations and individuals across Pennsylvania, nationally, and internationally. Specialties include Apprenticeships, Business and Leadership, Industrial and Plastics, Healthcare, Computer, and Energy.

Introduction

Workforce Development at Pennsylvania College of Technology (hereafter referred to as College) agrees to provide services as outlined in this Agreement for Commonwealth Charter Academy (hereafter referred to as Client).

Training Description

Using a combination of self-guided online modules and instructor-led labs augmented when possible by a curriculum delivered by the Client, College will provide training aligned to standards developed by the Society of Manufacturing Engineers and approved by the State of Pennsylvania for the College's Advanced Manufacturing Pre-Apprenticeship Program.

Objectives

This program is designed to introduce the foundational concepts of advanced manufacturing. Pre-Apprentices will receive instruction in the competencies required to attain a Certified Manufacturing Associate (CMfgA) certification. Pre-Apprentices will also be provided networking opportunities with companies engaged in apprenticeship programs.

Program Outline

Certified Manufacturing Associate Body of Knowledge – *Program Content Aligned to Certified Manufacturing Associate from The Society of Manufacturing Engineers.*

Instructional and Lab Days:

- 1 Day – Program Orientation (Virtual)
- 3 Days – Lab days reinforcing key concepts (In Person)
- 2 Days per Month - Instructional Sessions (Virtual)
- 1 Day – CMfgA Review and final assessment (Virtual)
- 1 Day – "Industry Day" Career Fair (In Person)

Client Responsibilities

- Identify a single point of contact
- Recruit and register student participants
- Assure adherence to the recommended schedule of learning and activities
- Provide transportation to/from Penn College for on-campus days
- Provide an adult chaperone for on-campus days
- Additional program responsibilities see Appendix A – AMP Guidelines for Engagement

U.S. Department of Labor (US DOL) Apprenticeships Building America (ABA2) Grant (project name: MIDAS+)

AMP is funded, in part, through a US DOL ABA2 Grant that focuses on the expansion of pre-apprenticeship and apprenticeship opportunities for high school students, females, individuals from underrepresented and underserved populations, and justice-impacted individuals.

As a participant in the AMP program, Client agrees that student registration information and program participation data may be used for reporting MIDAS+ Grant performance measures.

Client agrees to participate in AMP program activities that meet the objectives and goals of the MIDAS+ grant project, including:

- provide program participants (students) with knowledge about alternative paths to successful careers that include pre-apprenticeship and apprenticeship training programs;
- collaborate with the College in engaging students with local employers who may offer apprenticeship training through career exploration activities such as Industry Day, industry tours, job shadowing, internships, and/or classroom speakers; and
- participate in the College's efforts to continuously improve connections between education, industry, and workforce development intermediaries to create a highly functioning apprenticeship career path through program evaluation activities such as advisory councils, program surveys, and data collection.

Program Information

Date(s)	January 24, 2025 to May 9, 2025
Schedule	Program Length: Approx 4 Months Lab and Instructional Class Schedule - TBD
Registration	Registration closes: January 17, 2025 Schools may register any number of students up to 20.
Location	Location for on-site activities: Pennsylvania College of Technology Center for Business and Workforce Development 1127 W. Fourth Street Williamsport, PA Additional sites for lab sessions may be identified depending on the size of the participant cohort.

Program Fees

Grant funds provided by the U.S. Department of Labor and PA Department of Community and Economic Development (DCED) have been awarded to Pennsylvania College of Technology Workforce Development for the development, marketing, materials, delivery, and general administration of the Advanced Manufacturing Pre-apprenticeship Program.

While these funds are available, there is no cost to the partner school for students to participate in the AMP program for the 2024-25 program year.

Transportation: Expenses related to transportation to on-site activities (lab sessions, Industry Day, etc.) are the responsibility of the School or Student.

Guidelines for Participation

See Appendix A

Terms

Responsibility. The College will provide the Client with a quality instructor and educational services designed to match the requirements of the activity. Overall coordination of the service outlined will be the joint responsibility of the Client and the College. Client agrees that all accessibility needs will be disclosed to College for consideration upon registration of students.

Cancellation Policy. Client may cancel a reservation of a seat up to the start of the program; 1/24/2025. Client may withdraw a student from the program after the start of the program at no financial penalty to the Client.

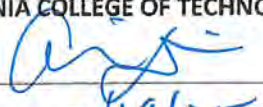
Intellectual Property Rights. Copyright and intellectual property rights in materials produced or developed by the College in the performance of this Agreement shall be owned by the College. The Client shall be deemed to possess an implied license for use of these rights solely for the purposes of this Agreement.

Indemnification. Each Party agrees to indemnify and hold harmless the other Party and its officers, directors, and employees from and against any and all damages, liabilities, obligations, losses, deficiency actions, costs (including reasonable attorney's fees and costs), demands, suits, judgments, or assessments arising out of the performance of this Agreement.

Entire Agreement, Amendment, and Acceptance. This document constitutes the entire Agreement between the parties and supersedes any prior oral or written discussions, negotiations, or agreements pertaining to the services described herein. Any changes or modifications to this Agreement must be in writing and executed by authorized agents of the College and Client to ensure they are addressed by the College.

Signatures. Signatures, as provided below, constitute acceptance of all terms and conditions as stated herein.

PENNSYLVANIA COLLEGE OF TECHNOLOGY

Signed By 

Date 2/19/25

Alison Diehl
Vice President, Workforce Development
570-327-4775
adiehl@pct.edu

COMMONWEALTH CHARTER ACADEMY

Signed By 

Date 2/12/2025

Thomas D. Longenecker
President and CEO
717-710-3300 x11159
tlongenecker@ccaeducate.me

Please sign and return. A fully executed Agreement will be sent to you for your records.

Appendix A

Guidelines for Engagement

Point of Contact: Partner school will identify a single point of contact (POC) who will manage any administrative processes and procedures at the partner site and communicate with parents and students on behalf the Penn College Advanced Manufacturing Pre-apprenticeship Program.

Should the point of contact leave his/her position (either temporarily or permanently), the partner school will identify a new point of contact and notify Penn College Workforce Development.

Student Accommodations: Students with documented educational needs will be provided reasonable accommodations during assessment and online learning. Partner schools may provide those accommodations in compliance with a student I.E.P. Accommodations needed while the student participates in program activities on campus may be arranged through the Penn College Office of Disability & Access Resources.

On-Campus Visits:

Transportation: Partner school will arrange, provide, and absorb the cost of transportation for students attending Penn College - or other designated facilities - for on-campus days throughout the program.

Chaperones: Partner school will provide an adult chaperone to accompany students to on-campus activities connected with this program. Chaperones are expected to stay with students at all times throughout the visit to campus or other designated facilities.

Student Behavior: Pre-apprenticeship participants are expected to maintain a code of conduct in alignment with both their home school policy, as well as that of Pennsylvania College of Technology while participating in program activities on-campus or at other designated facilities.

Program Promotion: Partner school will include the program description for the Advanced Manufacturing Pre-apprenticeship Program in student scheduling materials and identify the Program as being provided through Pennsylvania College of Technology.

Program Orientation:

Student Onboarding and Orientation: Penn College Workforce Development will provide onboarding materials, including appropriate release forms to students officially registered in the AMP Program. Students will be required to participate in an orientation session on the first day of the program that includes program overview, expectations, and training on online learning tool (Tooling U).

Point of Contact/Teacher Orientation: Penn College Workforce Development will provide an orientation session to partner schools' point of contact and/or teacher of record for the AMP Program including program overview, expectations, and training on the online learning management system (Tooling U).

Student Assessment: Student pre-apprentices in the AMP program will be eligible to take the credential assessment for the Certified Manufacturing Associate under the following conditions:

- 1) The pre-apprentice has completed all Tooling U modules with evidence of sufficient competency, and
- 2) The pre-apprentice has participated in at least one in-person lab session.

Student Withdrawal from AMP Program: A student may withdraw from the AMP program without penalty to the partner school. Efforts should be made to counsel the student on his/her reason for withdrawal. The partner school point of contact should notify Penn College Workforce Development of any student withdrawals.

Partner schools may not substitute a student in the AMP program without notifying Penn College Workforce Development.

Student Eligibility: Due to the technical nature of the coursework, it is recommended that selected students have completed Algebra I and attained at least a 9th-grade reading level. Partner schools may add eligibility requirements for the pre-apprenticeship program separate from these recommended qualifications.

Program Attendance: Pre-apprenticeship participants (students) are strongly encouraged to attend ALL on-campus – or other designated location - activities, as these are planned to enhance the student's exploration of the manufacturing industry and increase their success in earning the industry credential. Partner school's point of contact should report any excused absence of a pre-apprenticeship participant to Penn College Workforce Development staff on the day of the absence.

FERPA

As part of the pre-apprenticeship partnership, Penn College Workforce Development and partner schools may share education records of students enrolled in the Program to fulfill the underlying purposes of this program and in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA).

Such FERPA compliance shall include, but not be limited to

- Appropriate notifications to the students and/or their parents that education records are being shared in compliance with 34 C.F. R. § 99.34; and
- Penn College and partner schools are not disclosing any education records either receives from each other to a third party without complying with 35 C.F.R. § 99.33.

**Concurrent Enrollment Agreement Between
Commonwealth Charter Academy Charter School
and Portage Learning
in partnership with Geneva College**

This concurrent credit Agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a Grade K-12 public cyber charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by **Portage Learning in partnership with Geneva College** (hereafter to be referred to as **PL/Geneva**). This Agreement shall be effective from August 1, 2023, through July 31, 2026, and will automatically renew for one-year periods unless otherwise stipulated by CCA and PL/Geneva.

Background

Section 1525 of the Public School Code requires that CCA enter into an agreement with an institution of higher education approved to operate in Pennsylvania (IHE) in order to allow students attending CCA and enrolled in Grades 7-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education (CTE) programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education’s collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 168 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including post-secondary and career and technical education (CTE) coursework, career readiness indicators, and acceptance to an IHE.

CCA specializes in providing an online, personalized learning experience to students in Grades K-12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Articulation Defined

PDE defines “articulation” as, “a planned process of curriculum development, instructional strategies, and administrative procedures, which link educational agencies with other educational agencies or with industries. The linkage helps students make a transition from a school entity to another school entity, college, or university or a business/industry without experiencing delays in or duplication of learning.” 22 Pa. Code § 339.1a(b). See also 22 Pa. Code § 49.1 (describing “articulation” as the transfer and recognition of academic achievement between institutions to facilitate the successful transfer of students without duplication of course work).

In consideration of the foregoing and the terms and conditions that have been discussed, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties intending to be bound agree to the following terms:

COURSES AND CREDITS

1. CCA students enrolled in Grades 7-12 may register for courses, programs, training, and other educational offerings (IHE courses) of PL/Geneva, as agreed to by CCA and PL/Geneva.
2. Courses offered under this Agreement are inclusive of all courses offered at PL/Geneva, pending available seats in programs. CCA’s CEO or designee may, in consultation with PL/Geneva, also allow CCA students to take other courses to meet student interest and college or career preparation objectives, and such additional courses shall be subject to the terms of this Agreement.
3. PL will award credits at or through Geneva College to the CCA students in the same manner as those awarded to other individuals enrolled at PL/Geneva.
4. The courses are offered with the intent of providing instruction for CCA students, and CCA shall grant students credits toward the completion of courses required for graduation.
5. CCA shall weight the high school credits earned by a student for completion of a course – irrespective of whether the course is academic or technical – in the manner similar to Advanced Placement (AP) Program courses at CCA.
6. The courses will be taught by PL staff and available to the CCA students online, in-person, or a combination thereof.
7. PL/Geneva will allow CCA to review appropriate course documentation to ensure that it is appropriate to recommend and/or provide concurrent credit for its students under this Agreement.
8. CCA students shall enroll in the courses pursuant to guidelines agreed to by CCA and PL and Geneva College. PL staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in PL courses.

FEES AND PAYMENT

9. CCA will pay PL the fees and costs set forth in the Attachment to this Agreement. Any additional costs for learning materials (fees, books, supplies, tools, certification exams, and all other fees and costs necessary for the student's enrollment and participation in the course) will be included in invoicing from PL to CCA and CCA learners and families will not receive a bill, invoice, or request for payment. This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
10. CCA students who enroll in PL courses or Geneva College courses outside of CCA's internal approval are subject to CCA's, PL's, and Geneva's academic and financial policies.
11. Neither PL nor Geneva College will bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at PL or Geneva College. Should PL determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, PL will contact CCA prior to seeking payment or proceeding with the student's enrollment.
12. PL shall invoice CCA after enrollment is confirmed. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
13. PL and Geneva College agree to comply with all federal and state laws and CCA Board policies regarding the health and safety of students and confidentiality and safekeeping of information, including background check and health testing requirements under the Public School Code and Human Services Code, child abuse reporting, FERPA and IDEA. PL/Geneva further agrees to keep confidential any proprietary information shared with it by CCA. PL/Geneva will sign such documents provided by CCA to confirm compliance with the forgoing.
 - a. CCA and PL will be responsible for providing all special education services for CCA learners with IEPs enrolled at PL, including instructional support, tutoring, extended time, and other approved specially-designed instruction (SDIs).
 - b. CCA and PL will perform all services for such special education learners within their area of licensure and/or certifications and shall meet all timeline requirements as set forth by the PA Department of Education and the Bureau of Special Education for implementation of the IEP, evaluation or reevaluation, and any state and/or federal mandates for the services when indicated.

ELIGIBILITY/ENROLLMENT CRITERIA

14. Students who meet all of the following criteria are qualified to participate in the program and will be enrolled in PL/Geneva courses under this Agreement in accordance with the procedures and guidelines adopted by CCA, copies of which shall be furnished to PL/Geneva upon request. At a minimum, CCA students shall meet the following CCA eligibility criteria:
 - a. Student must be in Grades 7-12 and registered for the programs, courses, training, and other educational offerings of PL as agreed to by CCA and PL/Geneva.
 - b. Student must obtain written permission from student's parent(s) or legal guardian(s) to participate in the program via the CCA Intent-to-Return/Course Selection protocols.
 - c. Student must maintain a 2.5 cumulative GPA at CCA or otherwise qualify (e.g. certain courses have pre-requisite requirements that must be met).
 - d. Student must complete one semester of non-credit or credit certificate programs with CCA prior to enrollment.
 - e. Student must not be engaged in the academic escalation (MTSS warning and intervention) process.
 - f. Student must be satisfactorily meeting high school graduation requirements, as determined by CCA.
 - g. Student must demonstrate readiness for the level of coursework in the intended subject areas as jointly determined by PL/Geneva and CCA (may include recommendations, entering and maintained GPA, standardized test scores, and placement exams, if necessary).
 - h. Student must review the program guidelines and course syllabi to ensure a clear understanding of expectations for successful/satisfactory performance.
 - i. Courses are non-remedial.
 - ii. Courses are taught at a postsecondary or collegiate expectation/standard.
 - iii. Courses are identical to traditional PL courses.
 - iv. Courses enforce prerequisite course requirements that are identical to those enforced for the same courses when students who are not from CCA are enrolled.
15. In consultation with PL/Geneva, CCA may waive the eligibility criteria above for a student.
16. PL/Geneva shall provide CCA with records of student course completion and grade(s) within 30 days of the final day of the course. In order to obtain CCA credit, students must earn a minimum grade of 59.5% or a grade of D or better in each course.

PARTNERSHIP: TERMINATION AND RENEWAL

17. Either party may terminate this Agreement for any or no reason provided the party who wishes to terminate this Agreement grants the non-terminating party thirty (30) days written notice. Upon termination of this Agreement, all costs which have accrued at the time of termination shall be paid. Any CCA students enrolled in PL/Geneva courses at the time of termination shall remain enrolled through the end of the course(s).

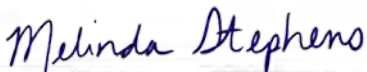
18. This Agreement shall automatically renew for one-year periods unless terminated by either party.
19. CCA and its employees, PL and its employees, and Geneva College and its employees shall all be properly insured and acknowledge and agree to be treated as independent contractors in partnership with one another.
20. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, cost expenses, including reasonable attorney's fees in law or equity, of any kind whatsoever, arising out of or in any manner directly or indirectly related to negligent or intentional acts or omissions or violations or failures to comply with federal, state, or local laws by the first party. This paragraph will survive the termination of this Agreement and the completion of the parties' duties under this Agreement.



Date: 8-16-23

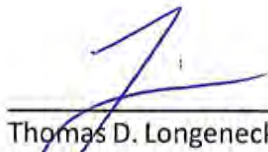
NAME

Stephanie Wilsey
Vice President of Academic Affairs
Portage Learning



Date: 8-16-23

Melinda Stephens
Provost
Geneva College



Date: 8/9/2023

Thomas D. Longenecker
President and CEO
Commonwealth Charter Academy Charter School

ATTACHMENT 1

COURSES/PROGRAMS

<u>Portage Learning Course</u>	<u>Prerequisite</u>
1 BIOD 101 Essential Biology I w/Lab	High school Biology and Chemistry
2 BIOD 102 Essential Biology II w/Lab	BIOD 101 w/lab or equivalent
3 BIOD 103 Medical Terminology	General biology
4 BIOD 121 Essentials in Nutrition	General biology and general chemistry
5 BIOD 151 (Advanced) Human Anatomy & Physiology I w/Lab	General biology and general chemistry
6 BIOD 152 (Advanced) Human Anatomy & Physiology II w/Lab	BIOD 151 w/Lab or equivalent
7 BIOD 171 (Advanced) Essential Microbiology w/Lab	General biology and general chemistry
8 CHEM 103 General Chemistry I w/Lab	High school chemistry
9 CHEM 104 General Chemistry II w/Lab	CHEM 103 w/Lab or equivalent
10 ENGL 101 English Composition I	Students should have a basic understanding of the conventions of standard, written English. Students should be proficient in using English as a spoken language.
11 ENGL 102 English Composition II	ENGL 101 or equivalent
12 COMM 180 Foundations of Public Speaking	Students should have a basic understanding of the conventions of standard, written English. Students should be proficient in using English as a spoken language.
13 HIST 141 American History Through 1677	None
14 HIST 142 American History 1677 - Present	None
15 HUMN 160 Global Religion & Culture	None
16 PHIL 120 Introduction to Ethics (Biomedical)	Proficiency with written English
17 SOCI 180 Introduction to Sociology	Proficiency with written English
18 MATH 101 College Algebra	High school algebra recommended (but not required)
19 MATH 110 Introduction to Statistics	Algebra proficiency (High school algebra 2 or a college equivalent)
20 PSYC 101 General Psychology	Proficiency with written English
21 PSYC 140 Developmental (Lifespan) Psychology	PSYC 101 or equivalent and proficiency with written English
<u>Additional Courses</u>	<u>Prerequisite</u>
22 BIOD 210 Genetics	BIOD 101 and 102 or equivalents
23 NURS 231 Pathophysiology	Anatomy & Physiology
24 NURS 251 Pharmacology	General biology and general chemistry
25 CHEM 121 Foundations of Chemistry w/Lab	High school chemistry
26 CHEM 210 Biochemistry	General biology and general chemistry
27 CHEM 212 Biochemistry w/Lab	General biology and general chemistry
28 CHEM 219 Principles of Organic Chemistry w/Lab	General chemistry w/Lab
29 CNSL 303 Statistics (Graduate-level)	MATH 110 Introduction to Statistics or equivalent
30 PHYS 165 Physics	College algebra and high school physics
31 PSYC 210 Abnormal Psychology	General Psychology or equivalent and proficiency with written English
<u>Portage Prep</u>	<u>Prerequisite</u>
32 MAT 094 Geometry	none
33 MAT 095 Algebra I	none
34 BIO 095 Basic Lab Biology	none
35 CHM 095 Basic Lab Chemistry	none

Note: additional courses may be added from the full catalog of offerings at any time, upon agreement between CCA and PL.

FEES

\$223 per credit hour
 \$669 = 3-credit courses
 \$892 = 4-credit courses

Note: Portage Learning charges one fee that is inclusive of all expenses for enrollment and successful completion of each course (i.e. lab, textbook, academic support, transcript, and other fees are included in one cost).

**Concurrent Enrollment Agreement Between
Commonwealth Charter Academy Charter School
and Shippensburg University**

This concurrent credit Agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a Grade K-12 public cyber charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by **Shippensburg University (Shippensburg)**. This Agreement shall be effective from September 1, 2024, through August 31, 2027, and will automatically renew for one-year periods unless otherwise stipulated by CCA and Shippensburg.

Background

Section 1525 of the Public School Code requires that CCA enter into an agreement with an institution of higher education approved to operate in Pennsylvania (IHE) in order to allow students attending CCA and enrolled in Grades 10-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education (CTE) programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education’s collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017, Act 158 of 2018, and Act 55 of 2024, the General Assembly has approved alternate graduation pathways for public school students, including postsecondary and career and technical education (CTE) coursework, career readiness indicators, and acceptance to an IHE.

CCA specializes in providing an online, personalized learning experience to students in Grades K-12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Articulation Defined

PDE defines “articulation” as, “a planned process of curriculum development, instructional strategies, and administrative procedures, which link educational agencies with other educational agencies or with industries. The linkage helps students make a transition from a school entity to another school entity, college, or university or a business/industry without experiencing delays in or duplication of learning.” 22 Pa. Code § 339.1a(b). See also 22 Pa. Code § 49.1 (describing “articulation” as the transfer and recognition of academic achievement between institutions to facilitate the successful transfer of students without duplication of course work).

In consideration of the foregoing and the terms and conditions that have been discussed, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties intending to be bound agree to the following terms:

COURSES AND CREDITS

1. CCA students enrolled in Grades 10-12 may register for courses, programs, training, and other educational offerings (IHE courses) of Shippensburg, as agreed to by CCA and Shippensburg.
2. Courses offered under this Agreement are inclusive of all courses offered at Shippensburg, pending available seats in programs. CCA’s CEO or designee may, in consultation with Shippensburg, also allow CCA students to take other courses to meet student interest and college or career preparation objectives, and such additional courses shall be subject to the terms of this Agreement.
3. Shippensburg shall provide CCA with records of student course completion and grade(s) within 30 days of the final day of the course. In order to obtain CCA credit, students must earn a minimum grade of 60% or a grade of D or better in each course.
4. Shippensburg will award credits at or through Shippensburg to the CCA students in the same manner as those awarded to other individuals enrolled at Shippensburg.
5. The courses are offered with the intent of providing instruction for CCA students, and CCA shall grant students credits toward the completion of courses required for graduation.
6. CCA shall weigh the high school credits earned by a student for completion of an IHE course – irrespective of whether the course is academic or technical – in the manner similar to Advanced Placement (AP) Program courses at CCA.
7. The courses will be taught by Shippensburg faculty and available to the CCA students online, in-person, or a combination thereof.
8. CCA students who enroll in Shippensburg courses outside of CCA’s internal approval are subject to CCA’s and Shippensburg’s academic and financial policies.

9. Shippensburg will allow CCA to review appropriate course documentation to ensure that it is appropriate to recommend and/or provide concurrent credit for its students under this Agreement.

Enrollment, Fees, and Payments

1. CCA students shall enroll in the courses pursuant to guidelines agreed to by CCA and Shippensburg. Shippensburg staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in Shippensburg courses.
2. Shippensburg shall invoice CCA after the finalization of enrollment and student account reports and after relevant scholarships have been applied. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
3. CCA will pay Shippensburg the fees and costs set forth in the Attachment to this Agreement. Any additional costs for learning materials (fees, books, supplies, tools, certification exams, and all other fees and costs necessary for the student's enrollment and participation in the course) will be included in invoicing from Shippensburg to CCA and CCA learners and families will not receive a bill, invoice, or request for payment. This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
4. Shippensburg will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at Shippensburg. Should Shippensburg determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, Shippensburg will contact CCA prior to seeking payment or proceeding with the student's enrollment.
5. Shippensburg agrees to comply with all federal and state laws, including background check and health testing requirements under the Public-School Code and Human Services Code, child abuse reporting, FERPA and IDEA. Shippensburg further agrees to keep confidential any proprietary information shared with it by CCA.

ELIGIBILITY/ENROLLMENT CRITERIA

1. Beginning in the Fall Semester 2025, students who meet all the following criteria are qualified to participate in the dual credit program and will be enrolled in Shippensburg

courses under this Agreement in accordance with the procedures and guidelines adopted by CCA, copies of which shall be furnished to Ship upon request. At a minimum, CCA students shall meet the following CCA eligibility criteria:

- a. Student must be in Grades 10-12 and registered for the programs, courses, training, and other educational offerings of Shippensburg as agreed to by CCA and Shippensburg.
- b. Student must obtain written permission from student's parent(s) or legal guardian(s) to participate in the program.
- c. Student must demonstrate readiness for the level of coursework in the intended subject areas as jointly determined by Shippensburg and CCA (may include recommendations, entering and maintained GPA, standardized test scores, and placement exams, if necessary).
- d. Student must maintain a 3.0 cumulative GPA at CCA.
- e. Student must complete one semester of non-credit or credit certificate programs with CCA prior to enrollment.
- f. Student must not be engaged in the academic escalation (MTSS warning and intervention) process.
- g. Student must be satisfactorily meeting high school graduation requirements, as determined by CCA.
- h. Student must review the program guidelines and course syllabi to ensure a clear understanding of expectations for successful/satisfactory performance.
 - i. Courses are non-remedial.
 - ii. Courses are taught at a postsecondary or collegiate expectation/standard.
 - iii. Courses are identical to traditional Shippensburg University courses.
 - iv. Courses enforce prerequisite course requirements that are identical to those enforced for the same courses when students who are not from CCA are enrolled.

2. In consultation with Shippensburg, CCA may waive the eligibility criteria above for a student.

PARTNERSHIP

1. CCA and its employees and Shippensburg and its employees shall both be properly insured and acknowledge and agree to be treated as independent contractors in partnership with one another.
2. Either party may terminate this Agreement for any or no reason provided the party who wishes to terminate this Agreement grants the non-terminating party thirty (30) days written notice. Upon termination of this Agreement, all costs which have accrued at the time of termination shall be paid. Any CCA students enrolled in Shippensburg courses at the time of termination shall remain enrolled through the end of the course(s).
3. This Agreement shall automatically renew for one-year periods unless terminated by either

party and in any event, shall expire on May 30, 2030, unless terminated sooner.

4. Neither party 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 contract. This provision shall not be construed to limit either party's rights, claims or defenses that arise as a matter of law pursuant to any provisions of this MOU. This provision shall not be construed to limit the immunity of the either party.

[Signatures appear on the following page.]

SIGNATURE PAGE

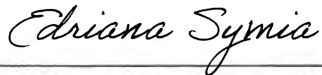
The undersigned representatives of the parties, CCA and Shippensburg, have executed this Agreement on the dates indicated.



Dr. Charles E. Patterson
President, Shippensburg
University

Date: 01/17/2024

Approved for Form &
Legality:



University Legal Counsel

Date: 02/14/2025



Thomas D. Longenecker
President and CEO
Commonwealth Charter Academy

Date: 1/15/2025

ATTACHMENT 1

COURSES/PROGRAMS

Any course taken at Shippensburg that is aligned with the learner's interest or intended college or career plans is eligible for Dual Enrollment, pending agreement between Shippensburg and CCA (see #2). Certain academic programs at Shippensburg have program-specific admissions criteria, which must be met to earn acceptance into these programs.

COSTS/FEES

CCA learners may take up to 17 credits per semester at \$462 per class for a three (3)-credit class. In the case where courses exceed three credits, CCA will be charged \$154 per credit.

Tuition and fees listed are subject to change by the Shippensburg Board of Trustees. When changes are made, notice will be given as far in advance as possible.

Memorandum of Understanding
Shippensburg University and Commonwealth Charter Academy (CCA) Charter School
2024-2025 Concurrent Enrollment Agreement
Early Childhood Education Professional Development Organization (PDO)
(Learning Lamp or Early Childhood Alleghenies)

THIS AGREEMENT is entered into by Shippensburg University of Pennsylvania (hereafter referred to as Shippensburg) and the Commonwealth Charter Academy Charter School (hereafter referred to as CCA).

BACKGROUND

WHEREAS, Shippensburg is a member of the State System of Higher Education that provides courses in early childhood education, specifically the foundation courses that lead to the Child Development Associate (CDA) which articulates for 9 credits at community colleges as well as to the bachelor's degree program at Shippensburg; and

WHEREAS, in the interest of continued advancement of postsecondary educational pathways, Shippensburg offers Concurrent Enrollment for junior and senior level high school students; and

WHEREAS, the PASSHE Early Childhood Education Professional Development Organization (PDO) at Shippensburg offers tuition payments for students that enroll in early childhood credential and degree programs for the purposes of professional development and degree attainment for the early childhood workforce; and

WHEREAS, Shippensburg and CCA desire to establish the structure and timing by which this program will be delivered, and credits will be awarded.

I. Duties and Responsibilities

1. CCA and Shippensburg will identify students for participation in the program offered by the University.
2. Students selected for the courses must be at the junior or senior level, in good standing with a GPA of 2.8 or higher; recommended by Career Readiness Department; prior early childhood workforce experience a plus; and exhibit college readiness.
3. CCA agrees to forward all inquiries about the program, including inquiries regarding course information and registration instructions, to Shippensburg University's Office of Professional, Continuing, and Distance Education or the PDO designated contractor. CCA is not otherwise obligated to provide individuals with additional logistical support related to Shippensburg's courses.

4. The PASSHE PDO will pay 100% of the student tuition and fees directly to Shippensburg before the start of each course for eligible students. School districts and students will not receive invoices or bills for tuition. All tuition support will be confirmed annually pending approval of state funding to the PDO.
5. The PASSHE PDO will provide training and technical assistance to the instructors of the courses through EarlyEdU (EEU) and Cultivate Learning at the University of Washington; EEU and Cultivate Learning have been partners of the PASSHE PDO and Shippensburg University since 2018.
 - a. Shippensburg will provide a course instructor (off-site) to implement the coursework along with an agreed upon instructor on-site from CCA who will oversee the classroom-based setting.
6. Liz Knouse, and the contractor designated as such will lead the PASSHE PDO. Responsibilities will include: (1) supporting school districts as they prepare students to enter the Concurrent Enrollment program, (2) supporting teachers as they become familiar with the course content and instructional goals, and (3) at the request of teachers, providing assistance to students by building their early childhood background knowledge that aligns with the course work and increases learning success.
7. Courses will follow Shippensburg's withdrawal timeline of one week; students will have up to one week to withdraw from a course so that the PASSHE PDO is not charged for tuition. If a student withdraws beyond the one-week timeframe, they may not be eligible for ongoing tuition support by the PDO.

II. Mutual Terms and Conditions

1. *Term of Agreement.* The term of this Agreement shall commence on December 1, 2024, and end on November 30, 2025, unless terminated by either party. However, Shippensburg reserves the right, upon notice to CCA, to extend the term of this Agreement for up to one additional (1) year upon the same terms and conditions. This will prevent a lapse in the Agreement and be used only for the time necessary to enter into a new agreement.
2. *Termination of Agreement.* Either Shippensburg or CCA may terminate this Agreement for any reason with ninety (90) days' notice. However, should CCA wish to terminate this Agreement prior to the completion of an academic semester, any student(s) enrolled at that time may continue their educational experience until it would have been concluded absent the termination.

3. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. CCA agrees to cooperate with Shippensburg in its investigation of claims of discrimination or harassment.
4. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern the interpretation and enforcement of this Agreement.
5. *Modification of the Agreement.* This Agreement shall only be modified in writing with the same formality as the original agreement.
6. *Relationship of the Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
7. *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 or pursuant to any provisions of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or Shippensburg.
8. *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.

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The authorized representatives of the parties have executed this Agreement as of the date indicated below.

Shippensburg University of Pennsylvania



Authorized Signature

Darrell Newton, Provost

Name/Title (Print)

Dated: 3/3/2025

Commonwealth Charter Academy (CCA)

Authorized Signature

Thomas D. Longenecker, President & CEO

Dated: 1/15/2025

Approved as to form and legality:

Edriana Symia

03/10/25

University Legal Counsel Date
PA State System of Higher Education

ADDENDUM

COURSES

CDA: Child Development Associate (nationally recognized credential for the Early Childhood field)

All courses are completely online.

- ECH 204 Child Development: Canvas
- ECH 205 Positive Behavior Supports: Canvas
- ECH 206 Becoming an Early Childhood Professional : D2L (online learning through Shippensburg)
- 480 hours of field work with children completes the program

COSTS

No cost for students or educational entities (schools). This program is grant-funded and will be paid for 100% for the students participating in the grant.

Learners will be provided with the *CDA Competency Standards – Preschool Edition* and the *Essentials for Working with Young Children* book. In addition, learners will be given materials to create their portfolio, which may include a 3-ring binder, page protectors, dividers, etc.

Should learners continue past the CDA credential for additional certifications within the Early Childhood field, the ECEPDO@PASSHE may continue to fund their education if continuing at a partner school.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of this 1st day of April, 2024 by and between **Temple University - of The Commonwealth System of Higher Education** ("Temple"), and **Commonwealth Charter Academy ("CCA")**. CCA and Temple hereby agree as follows:

1. Program. Temple invites CCA's students ("Program Participants") to enroll in dual enrollment courses as part of the College of Education and Human Development (CEHD) program ("Program") opportunities as described below in section 1, B.

A. Program Eligibility

Program Participants will be selected by CCA and must meet Temple's requirements for participation in the College of Education and Human Development's dual enrollment programs. All Program Participants must be 11th or 12th grade students enrolled at CCA, maintain a minimum 3.0 high school GPA, and must have satisfactory progress toward meeting high school requirements as determined by CCA. The Program Participant must satisfy the prerequisite requirements, if any, for specific courses. To remain in the Program, students must complete the requirements of each course as outlined in the course syllabus and earn a minimum grade of C in each course. The courses will typically be conducted as virtual (online) sessions taught by Temple faculty.

Program Participants may be registered for up to two (2) courses per term, and these courses could include Temple undergraduate students and/or include high school students from other schools. Participation in the Program and its courses does not equate to an offer of admittance to Temple University or any of its degree-granting programs.

B. Courses

Temple will offer one or more of the following courses in the College of Education and Human Development according to Temple's academic schedules in fall, spring, and/or summer:

AOD 0836: Interpersonal Communication

EDAD 0855: Why Care About College? Higher Education in American Life

ECED 2101: Child Development – Birth to Nine

ECED 4106: The Learning Community – Family and Community Partnerships

EDUC 0806: It's Bigger Than Hip-hop: Exploring the Evolution of Race and Identity through Hip-hop

EDUC 0809: Race and Diversity in Children's Literature and Young Adult Books:
Reading Between the Lines

EDUC 0817: Youth Cultures

EDUC 0819: Teens and Tweens

EDUC 0823: Kids in Crisis – When Schools Don't Work

EDUC 2103: Socio-cultural Foundations of Education in the US

EDUC 2019: Adolescent Development for Educators

URBE 0855: Education for Liberation Here and Abroad

SPED 211: Introduction to Special Education

SPSY 0828: The Meaning of Madness

Temple will share with CCA the details of courses being offered in a given academic term (title, day/time, amount of synchronous vs asynchronous class time) and CCA will determine in which course(s) its students will have the opportunity to participate in any given term.

This list of courses offered in each term is subject to change or cancellation at the discretion of Temple. Additionally, Temple reserves the right to change instructional modalities of courses term to term.

Temple will ensure that the instructor of each course identified for dual enrollment participation by CCA students has obtained the required clearances for working with minors as outlined by Temple University policy. Before any employee, contractor, or agent of Temple has direct contact with any student of CCA under this MOU, Temple shall provide to CCA for that employee, contractor, or agent: (1) a report of criminal history record information from the Pennsylvania State Police as required by Section 1-111 of the Pennsylvania School Code of 1949, (2) a Federal criminal history record as required by Section 1-111 of the Pennsylvania School Code of 1949, and (3) a certification from the Department of Human Services as to whether the employee, contractor, or agent is named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of a founded report or an indicated report as required by 23 Pa. C.S. § 6344(b)(2) et seq. Should any of these requirements or statutes be amended or replaced, Temple shall comply with the requirements of the amended or replacement statute.

Temple shall not permit any of its employees, contractors, or agents to have any direct contact with any of CCA's students under this MOU (including but not limited to providing instruction to such students) if they have been convicted of a disqualifying offense under Section 1-111 of the Public School Code. Temple shall not permit any of its employees, contractors, or agents to have direct contact with any of CCA's students under this

Agreement where the Department of Human Services has verified that the employee, contractor, or agent is named in the Statewide database as the perpetrator of a founded report committed within five years.

Temple shall ensure that its employees, contractors, or agents who have direct contact with children (as that phrase is defined in Act 126 of 2012, 24 P.S. § 12-1205.6) complete child abuse recognition and reporting training that complies with the requirements of Act 126 of 2012 or any statute replacing Act 126 of 2012. Temple shall ensure that its employees, contractors, and agents understand that CCA's manual alone does not fulfill the requirements of Act 126 of 2012, and that additional training must be obtained to comply with Act 126 of 2012. Temple shall provide to CCA documentation demonstrating that each employee, contractor, or agent who will have direct contact with children under this Agreement has complied with the Act 126 of 2012 training requirements before such employee, contractor, or agent has direct contact with children under this Agreement.

The dual enrollment handbook will outline the policies that Program Participants must abide by in order to maintain their participation in the Program. These policies include reference to expectations for student attendance and behavior and to minimum grades earned in high school and college coursework. CCA administration will be contacted with concerns related to the above and consulted in regard to interventions and any disciplinary action needed, including dismissal from the program. Temple shall provide CCA with documentation regarding any misconduct by a Program Participant upon CCA's request.

Program Participants attending the Program under this MOU will have all of the same rights, privileges, and responsibilities as other students at Temple, including the right to a student ID and the use of the library and other academic resources.

CCA will be responsible for payment for the terms in which Program Participants participate in one or more dual enrollment courses if they proceed in the course after Temple's add/drop date, even if a student leaves the course by choice or due to dismissal before the end of a given term.

C. Examination and Program Completion

Upon completion of the courses, Temple will provide the Program Participants' final course grades to CCA by providing copies of the Participants' unofficial transcripts to CCA via TUSafeSend, Temple's platform for secure data transmission. The CCA personnel to whom this information will be transferred is the Vice Provost for K-12 Career Readiness or designee. CCA will use this information to update Participants' high school transcripts with course details.

Program Participants who complete a dual enrollment course at Temple shall receive credits through Temple. The credits awarded for a dual enrollment course shall be the same credits offered to a postsecondary school student enrolled at Temple. Temple's transcript shall reflect completion of college-level work according to commonly accepted postsecondary practices, with no notation of the Program Participant's status as a secondary school student. If a student in a dual enrollment course should become a regularly enrolled postsecondary student at Temple, Temple shall recognize the credits from the course as applying to the student's degree requirements as it would for any regularly enrolled postsecondary students who took the course.

Program Participants who satisfactorily complete a dual enrollment course may also receive credits toward the completion of courses required for graduation at CCA. CCA shall weight credits for the Program courses in a manner similar to Advanced Placement Programs, International Baccalaureate Diploma Program, or Cambridge advanced courses in CCA's grading system, including both academic and technical courses.

2. Program Fees.

CCA agrees to a fixed cost per student agreement that includes the full tuition costs and associated program fees for each course and to remit payment to Temple University College of Education and Human Development as outlined below in 2. C., Invoicing and Payment.

A. Cost Per Participant

For the duration of the 2023-2024 Academic Year, the Temple Education Scholars Program is grant-funded and no invoicing of CCA or CCA learners will occur.	
Expense Type	Cost
Tuition: 3 credits x \$325* / credit	\$975
*The high school tuition rate approved by Temple's Board of Trustees in May 2020; this rate is subject to change. CCA will be notified of any changes that occur during the term of this agreement.	
Promotional items (t-shirt, water bottle, etc.)	\$25
CEHD DE Personnel / Staffing (orientation, onboarding, progress monitoring, tutoring, mentoring) College Success Coaches (graduate student staff), Tutor-Mentors (undergraduate student staff)	\$250
Total Cost Per Student/per course (2023-2024)	\$1250

Temple's normal refund policy will apply in the case of a student who withdraws from a Program course before completing it.

B. Additional Services / Needs

Program Participants engaged in virtual dual enrollment coursework with Temple will require the use of laptops or Chromebooks, cameras, and other technology to access the course and its content. Similarly, they will need to access course texts and resources as assigned by the course instructor and included in the course syllabus. CCA will be responsible for ensuring that Program Participants have the necessary materials for their course and will contract separately with Temple should these supplies to be obtained and distributed to Program Participants by Temple directly, at a cost mutually agreed upon by both parties.

If the number of Program Participants engaged in virtual dual enrollment coursework with Temple (or the number of courses the Participants each take) reaches a level such that additional capacity from Temple is required to coordinate and manage the volume of Participants and their engagement each term, Temple and CCA will discuss a mutually agreeable cost for services to be paid to Temple by CCA.

C. Invoicing and Payment

CCA has provided the following name, billing address, and telephone number for the person responsible for making the payment to Temple:

Stephanie A. McHugh, Ed.D., NCC
Vice Provost of K-12 Career Readiness
Commonwealth Charter Academy
1 Innovation Way
Harrisburg, PA 17110
412.916.4550
smchugh@ccaeducate.me

The names of Program Participants will be confirmed by Temple and CCA before the program's start at the beginning of each academic term. Temple will then generate an invoice detailing the per participant cost for their participation that term, and the invoice will be sent to the designated contact person at the CCA. The full payment for each semester will be due thirty (30) days after invoice is generated.

Payments should be made payable to Temple University and sent to:

Julia Kershaw-St. George
Temple University
College of Education and Human Development
Temple University Mailroom
1851 N. 10th Street
Philadelphia, PA 19122

3. Responsibilities of CCA.

- A. CCA will be responsible for the selection of Program Participants, subject to the final approval of Temple in its sole discretion.
- B. CCA will share Program Participants' and their Legal Parent/Guardians' contact information (email addresses and phone numbers) with Temple for coordination and onboarding of the Program Participants.
- C. CCA will adjust the Program Participants' high school class rosters in order to accommodate Participants' engagement in the agreed-upon dual enrollment coursework.
- D. CCA will identify a liaison to meet regularly with CEHD dual enrollment program staff to share Participant progress and program updates.
- E. CCA will provide information to Temple about the Program Participants' college-going and college-major decisions in order to inform program evaluation and improvement.

4. Term. This Memorandum of Understanding (MOU) will be effective on July 1, 2023, and will automatically renew on July 1st of each subsequent year.

5. Ownership. All proprietary ideas, methods, materials, information, manuals, templates, designs, processes, diagrams, computer programs, reports, documentation, and other proprietary or protectable matters ("Materials") which Temple or its personnel create before or while providing the Program are and shall remain the sole property of Temple. In no event shall any of the Materials be considered a "work made for hire."

6. Insurance. At all times during the term of this MOU, CCA and Temple shall maintain at their own expense liability insurance in an amount adequate to protect against any liability that may arise from the services provided under this MOU. Each party shall also carry the statutorily required amounts of unemployment and workers' compensation insurance at its own expense.

7. Amendments. This MOU may be amended by the CCA and the President of Temple University in writing signed by both parties, contingent upon review and signature by Temple legal counsel and the CCA legal counsel. No oral representations, warranty, condition, or arrangement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement in the form of a written amendment.

8. Non-Assumption of Liabilities and Independent Contractors. Nothing contained herein shall be construed as, nor shall any provision herein constitute, an assumption by either party of the liabilities of the other. The parties shall be deemed independent contractors and nothing in this MOU shall create or be deemed to create a joint venture, partnership, or other similar association between the CCA and Temple.

9. Miscellaneous. This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions.

10. Dissolution. Either CCA or Temple University may terminate this MOU by giving thirty (30) days' notice in writing, unless a shorter period of notice is mutually agreeable. Should this MOU be terminated by either party while students enrolled in CCA are attending courses at Temple, the students shall be allowed to complete those courses.

11. Nondiscrimination. CCA and Temple shall not unlawfully discriminate on the basis of a student's race, nationality, ethnicity, religion, gender, disability, or any other basis protected by state, federal, or applicable local law, regulation, or ordinance. Temple shall ensure that students with disabilities have equal opportunity to participate in the Program in compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

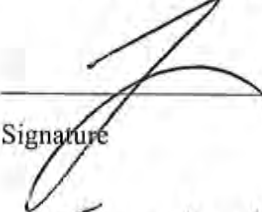
12. Compliance with Laws regarding Education Records. Both parties shall comply with all applicable federal and state laws regarding the confidentiality of educational records of the Program Participants including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, its implementing regulations (34 C.F.R. Part 99), and Title 22 of the Pennsylvania Code §§ 12.31-12.33.

13. Indemnification. Each party shall indemnify, defend, and hold the other party, its affiliates and their respective trustees, governors, directors, officers, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and character (including, without limitation, reasonable attorney fees court costs, and expert witness fees) suffered or incurred by, or asserted or imposed against the party seeking indemnification (or its Indemnified Parties) to the extent resulting from, connected with, or arising out of any negligent or wrongful act or omission by the indemnifying party (or its Indemnified Parties).

14. Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement. This paragraph shall be without prejudice to the prosecution of any claims which any of the parties may have against each other and shall not require cooperation in the event of such claims.

15. Exclusivity. This Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement. This Agreement is not exclusive.

In witness whereof, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, execute this Memorandum of Understanding by each party's duly authorized representatives.

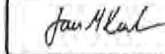


Signature Date

Thomas D. Longenecker
Printed Name

President & CEO
Title

Commonwealth Charter Academy

DocuSigned by:
 3/20/2024
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Signature Date

Jaison G. Kurichi
Printed Name

Associate Vice President for Budget
Title

**Temple University - of The Commonwealth
System of Higher Education**

ADDENDUM

PDE Requirements.

This concurrent credit Agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a Grade K-12 public charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by Temple University. Section 1525 of the Public School Code requires that CCA enter into an agreement with an Institution of Higher Education (IHE) approved to operate in Pennsylvania in order to allow students attending CCA and enrolled in Grades 9-12 to attend the IHE and concurrently earn credit at CCA and the IHE. This Agreement shall be effective for three (3) years from August 1, 2023, through July 31, 2026, and will automatically renew for one-year periods unless otherwise stipulated by CCA and Temple University.

CCA specializes in providing an online, personalized learning experience to students in Grades K- 12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education's collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 158 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including post-secondary and career and technical education coursework, career readiness indicators, and acceptance to an IHE.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Articulation Defined

PDE defines "articulation" as, "a planned process of curriculum development, instructional strategies, and administrative procedures, which link educational agencies with other educational agencies or with industries. The linkage helps students make a transition from a school entity to another school entity, college, or university or a business/industry without experiencing delays in or duplication of learning." 22 Pa. Code § 339.1a(b). See also 22 Pa. Code § 49.1 (describing "articulation" as the transfer and recognition of academic achievement between institutions to facilitate the successful transfer of students without duplication of course work).

Courses & Credits.

CCA's CEO or designee may, in consultation with Temple University, also allow CCA students to take other courses to meet student interest and college or career preparation objectives, and such additional courses shall be subject to the terms of this agreement. CCA students who enroll in Temple University courses outside of CCA's internal approval are subject to CCA's and Temple University's academic and financial policies.

Additional Enrollment Criteria.

- Participating students must complete one semester of non-credit or credit certificate programs with CCA prior to enrollment with Temple University.
- Students must not be engaged in the academic escalation (MTSS warning) process.
- Students must demonstrate readiness for the level of coursework in the intended subject areas as jointly

determined by Temple University and CCA (may include recommendations, entering and maintained GPA, standardized test scores, and placement exams, if necessary).

- In exceptional cases and always in consultation with Temple University, CCA may waive the eligibility criteria above for a student.

Fees & Invoicing.

Temple University shall invoice CCA after the finalization of student account reports. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.

NOTE: The Temple Education Scholars Program is grant-funded for the 2023-2024 academic year. No invoicing for learners enrolled in this program shall occur. The enclosed Tuition Costs/Fee Schedule (see #2 on p. 4 of this Agreement) applies for courses and credits taken by CCA learners outside of the Temple Education Scholars Program.

DUAL CREDIT AFFILIATION AGREEMENT
COMMONWEALTH CAMPUSES

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature (the "Effective Date") by and between The Pennsylvania State University, a state-related institution and instrumentality of the Commonwealth of Pennsylvania ("University"), and Commonwealth Charter Academy or CCA ("CCA").

WHEREAS, University offers dual credit coursework (the "Program") to certain qualified high school students and CCA desires to make the Program available to its students; and

WHEREAS, For any dual credit programs, Pennsylvania law requires school entitles to enter into agreements with institutions of higher education and this agreement outlines the requirements required under 24 Pa. Stat. § 15-1525

WHEREAS, the parties desire to define their roles and responsibilities with respect to the Program consistent with Pennsylvania law.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Term and Termination.

- (a) Term. This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years. Upon the expiration of this Agreement, this Agreement shall automatically renew for successive twelve (12) month periods.
- (b) Termination of Agreement. This Agreement may be terminated by either party, with or without cause, at any time, upon sixty (60) days prior written notice to the other party; provided, however, that any student already enrolled and participating in dual credit coursework as of the effective date of termination shall be permitted to complete their then-current coursework.

2. Student Eligibility and Enrollment

Students who meet the following criteria are eligible to participate in the Program:

- (a) Students who have completed their 11th grade year or are currently in their 12th grade year of high school are eligible to enroll in the Program. (See e below for exceptions.)
- (b) Students must have completed one semester of non-credit or credit certificate programs with CCA or otherwise show evidence of success in similar programs in their former district.
- (c) The student must submit an enrollment form, signed by the CCA to the University campus where they plan to enroll, along with an official high school transcript, and parent/guardian permission.
- (d) Deadlines for Program applications are August 1 for fall semester, December 1 for spring semester, and June 1 for summer session.
- (e) Exceptions for underclass students are considered on a case-by-case basis. These students must

submit the enrollment application, signed by CCA, a high school transcript and a letter or recommendation from the School District.

- (b) Students who have graduated from high school are not eligible for the Program.
- (c) Any student enrolled in the Program must be making satisfactory progress toward fulfilling secondary school graduation requirements and have been approved for university-level coursework as determined by CCA and approved by the University.
- (d) Students in the Program must maintain a minimum cumulative grade point average of 2.0 in each University course in which the student is enrolled, maintain a 2.5 CCA GPA, and be satisfactorily meeting high school graduation requirements, as determined by CCA.

3. Courses Offered

- (a) The University will share the list of courses eligible for the Program with CCA.
- (b) Whenever possible, University courses are aligned to the student's high school graduation requirements, the requirements of a career and technical education (CTE) program offered by CCA, or a career pathway offered by CCA.
- (c) Courses may be offered in person, online or as a combination of in person and online.
- (d) Credits earned by students enrolled in the Program shall be equivalent to the credits offered to a postsecondary school student regularly enrolled at the University, including without limitation enforced prerequisites, and the use of an identical curriculum, assessments and instructional materials, and shall be recorded on a University transcript which shall be available to any student enrolled in the Program. Course descriptions are publicly available in the University Bulletin which is accessible through the University's Registrar's website.
- (e) The courses will be non-remedial.

4. Program Instruction

- (a) Program courses will be taught by instructors hired and approved by the University. Program courses may be taught online, hybrid, on a University campus, or at a School District location, as determined by the University and the School District.
- (b) In compliance with Pennsylvania Child Protective Services Law and University policy, the University will confirm that faculty who teach classes in which dual-enrolled students under the age of 18 are registered; are required to have the following three clearances: Pennsylvania State Police Criminal Background Check (SP4-164), Pennsylvania Child Abuse History Clearance Form (CY-113), and Federal (FBI) Fingerprint Criminal Background Check (Criminal History Report) and that they have completed University mandatory reporter training as required by University policy in effect from time to time.
- (c) CCA students shall enroll in the courses designated pursuant to guidelines agreed to by CCA and the University. University staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in University courses.

5. Course registration process and deadlines

- (a) Students in the Program may schedule up to eight (8) credits in each of the fall and spring semesters or in the summer between their junior or senior year.
- (b) CCA and the University must both approve each student's course selection prior to enrollment for any student seeking participation in the Program.
- (c) CCA will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the appropriate secondary school graduation requirements.
- (d) CCA shall weight the high school credits earned by a student for completion of an IHE course -irrespective of whether the course is academic or technical-in the manner similar to Advanced Placement Program courses at CCA.
- (e) The University will award postsecondary credits to students who successfully complete courses in the Program. The University will apply these credits in the same manner as for other regularly enrolled University students.
- (f) If a Program student becomes a regularly enrolled student at the University following graduation from secondary school, the University shall recognize credits earned in the Program as applying toward the student's degree requirements as it would for any other regularly enrolled postsecondary student who took the courses.
- (g) CCA students who enroll in IHE courses outside of CCA's internal approval are subject to CCA's and University's academic and financial policies.

6. Communication of Program

Both the University and CCA 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 outlined in this agreement to parents and students.

7. Additional Administrative Responsibilities

(a) Data Sharine:

- 1. The Family Educational Rights and Privacy Act of 1972 ("FERPA"), 20 U.S.C. § 1232g and its implementing regulations allows student education records to be shared between the University and CCA without the need for signed releases from students or parents.
- 2. The Enrollment Management Office at the University campus will provide information on the following items to CCA:
 - The names of students enrolled in dual enrollment.
 - Courses that were taken by each student.
 - Grades earned by the student
- 3. The University will notify CCA of any mid-semester progress reports that indicate that a dual credit student is in risk of failing a course.

(b) Program Costs

1. Penn State University's tuition for courses available through the Program is updated annually and is publicly reported through Penn State's Tuition Calculator located at the University's Bursar website.
 2. Students enrolled in the Program receive tuition support from the University that is equivalent to 50% of the in-state tuition rate.
 3. Students receiving the Penn State employee dependent tuition discount are not eligible for both the Penn State dual credit and the employee dependent tuition discount.
 4. If grant funding is provided by the School District, it will be forwarded to Penn State to reduce the cost of tuition and fees.
 5. CCA will pay the fees and costs set forth in Attachment I to this agreement, which shall be inclusive of tuition, books, test fees, instructor, certification of completion, and all other fees and costs necessary for the student's enrollment and participation in the course(s). This amount is non-refundable after the university's drop/add period. No additional costs will be charged to CCA or the students unless agreed to in writing by CCA and the university.
 6. The University shall not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement or for any other fees or costs that are not charged to other individuals enrolling in the University. Should the University determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the designated courses, the University will contact CCA prior to seeking payment or proceeding with the student's enrollment.
 7. The University shall provide CCA an invoice for the course fees for each student. The invoice shall provide CCA with the name of each student and the course(s) in which the student is enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
 8. Students are responsible for their own transportation to and from the University.
- 8. Disability Services.** Students in the Program are admitted without regard to disability and are held to the same standards and expectations as all other regularly enrolled University students.
- (a) Students are responsible for contacting the University's Office of Student Disability Resources ("SOR") to seek out accommodations under the Americans with Disabilities Act ("ADA") and to self-disclose any disabilities.
 - (b) Accommodations provided by the University may not be the same as those contained in the student's Individualized Education Program and 504 program processes receive at their secondary institution.
 - (c) CCA may work in collaboration with SOR in connection with seeking reasonable accommodations under the ADA. Students interested in the Program may engage with SOR upon acceptance into the Program and any accommodation letters would be issued upon enrollment.

9. Non-Discrimination

The University and CCA agree that, in performing their obligations pursuant to this Agreement, to provide a safe academic and working environment free from discrimination and harassment. Discrimination, harassment and retaliation on the basis of protected status, including an individual's race, color, creed, ethnicity, ancestry, national origin, genetic information, sex, gender, gender identity or expression, sexual orientation, age, religion, marital status, veteran status, disability or physical ability, socioeconomic background, or other legally protected classification, are unlawful and strictly prohibited.

10. Miscellaneous Provisions

- (a) Independent Contractor Status of the Parties. The parties hereby acknowledge that they are independent contractors, and neither the University nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of CCA and, further, neither CCA nor any of its agents, representatives or employees shall be considered agents, representatives or employees of University. In no event shall this Agreement be construed or represented by either party as establishing a partnership or joint venture or similar relationship between the parties hereto. The University and CCA shall be liable for their respective debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits on behalf of their respective employees.
- (b) Responsibility. Each party shall be responsible for its own acts and omissions, and those of its trustees, directors, officers, employees, and agents.
- (c) Notices. All notices, requests and other communications pursuant to this Agreement shall be in writing and sent by first class mail or email to each party to the following address, or by email:

UNIVERSITY:

Ryan Service Manzo, Director of Enrollment Services
rjs434@psu.edu
Penn State University, York Campus
1031 Edgecomb Avenue
York, PA 17403

CCA:

Commonwealth Charter Academy
Stephanie McHugh, Ed.D., NCC
Vice Provost of K-12 Career Readiness
smchugh@ccaeducate.me
CCA Pittsburgh Waterfront Family Service Center

162 E. Bridge Street
Homestead, PA 15120

1. Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes all prior and contemporaneous understandings, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both parties.
2. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its conflicts of laws principles.
3. Execution:Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this Agreement transmitted by facsimile, email or other means of electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this Agreement for all purposes.
4. No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.
5. Publicity. Neither party may use the name, logos, or marks of the other without the prior written consent of the other party.

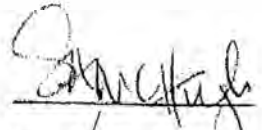
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

For the School:



Tom Longenecker, President & CEO

6/14/2023
Date



Stephanie McHugh, Vice Provost for K-12 Career Readiness

7/31/2023
Date

For the University:



David Christiansen
Penn State York

8/3/23
Date



David M. Callejo Pérez
Interim Vice President for Commonwealth
Campuses and Executive Chancellor

8/14/2023
Date

**Concurrent Credit Agreement Between
Commonwealth Charter Academy Charter
School and Penn State University**

ATTACHMENT 1

COURSES

Note: Fall 2023 York courses are currently available. Spring 2024 courses will be available in October, 2023.

- English
- Speech
- Psychology
- Math
- Science
- Social/Studies/History
- Additional electives

Students interested in attending campuses other than York, should contact those campuses for course offerings.

FEES

PSU tuition, fees, and costs are determined annually and are available via the Penn State University Tuition Calculator on the University Bursar's website. For the purposes of finalizing the agreement the 22-23 Dual Enrollment costs for a subset of campuses appear below.

Tuition Rates for Penn State Brandywine, Hazleton, Lehigh Valley, Schuylkill, Scranton and York			
PA Tuition Rate		Student Fee	
Per Credit Tuition Rate	\$ 605.00	Student Fee 1-4 credits	\$ 86.00
Dual Enrollment Tuition Support	\$(303.00)	Student Fee 5-8 credits	\$ 209.00
Per Credit for Dual Enrollment	\$ 302.00		
*Book Expenses are not included in the above rates			
*Rates are subject to change			

Note: dual credit applies for students with 12 or fewer credits.

Special Note: This agreement is not applicable for the following campuses: PSU World Campus, University Park, Harrisburg, Altoona, nor Abington campuses. Due to high enrollment levels at these campuses, dual enrollment is not offered. This agreement is applicable immediately to the York Campus and 15 additional PSU campuses across Pennsylvania.

**Concurrent Enrollment Agreement Between
Commonwealth Charter Academy Charter School
and University of Valley Forge**

This concurrent credit Agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a Grade K-12 public cyber charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by **University of Valley Forge**. This Agreement shall be effective for three (3) years from August 1, 2023, through July 31, 2026, and will automatically renew for one-year periods unless otherwise stipulated by CCA and University of Valley Forge.

Background

Section 1525 of the Public School Code requires that CCA enter into an agreement with an institution of higher education approved to operate in Pennsylvania (IHE) in order to allow students attending CCA and enrolled in Grades 7-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education (CTE) programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education’s collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 158 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including post-secondary and career and technical education (CTE) coursework, career readiness indicators, and acceptance to an IHE.

CCA specializes in providing an online, personalized learning experience to students in Grades K-12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Articulation Defined

PDE defines “articulation” as, “a planned process of curriculum development, instructional strategies, and administrative procedures, which link educational agencies with other educational agencies or with industries. The linkage helps students make a transition from a school entity to another school entity, college, or university or a business/industry without experiencing delays in or duplication of learning.” 22 Pa. Code § 339.1a(b). See also 22 Pa. Code § 49.1 (describing “articulation” as the transfer and recognition of academic achievement between institutions to facilitate the successful transfer of students without duplication of course work).

In consideration of the foregoing and the terms and conditions that have been discussed, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties intending to be bound agree to the following terms:

TERM

The term of this Agreement shall be for three (3) years from August 1, 2023, through July 31, 2026, and shall automatically renew for one-year periods unless otherwise terminated by either party.

STUDENT ELIGIBILITY/ENROLLMENT CRITERIA

1. Students who meet all of the following criteria are qualified to participate in the dual credit program and will be enrolled in University of Valley Forge courses under this Agreement in accordance with the procedures and guidelines adopted by CCA, copies of which shall be furnished to University of Valley Forge upon request, and the UVF Dual Enrollment admissions policies and guidelines. At a minimum, CCA students shall meet the following eligibility criteria:
 - a. Student must be in Grades 11-12 and apply for the programs, courses, training, and other educational offerings of University of Valley Forge as agreed to by CCA and University of Valley Forge.
 - b. Student must obtain written permission from student’s parent(s) or legal guardian(s) to participate in the program via the CCA Intent-to-Return/Course Selection protocols and/or the admissions procedures of University of Valley Forge.
 - c. Student must maintain a 2.5 cumulative GPA at CCA or otherwise qualify (e.g. certain courses have pre-requisite requirements that must be met).
 - d. Student must complete one semester of non-credit or credit certificate programs with CCA prior to enrollment.
 - e. Student must not be engaged in the academic escalation (MTSS warning and intervention) process.
 - f. Student must be satisfactorily meeting high school graduation requirements, as determined by CCA.
 - g. Student must demonstrate readiness for the level of coursework in the intended subject areas as jointly determined by University of Valley Forge and CCA (may include recommendations, entering and maintained GPA, standardized test scores, and placement exams, if necessary).
 - h. Student must review the program guidelines and course syllabi to ensure a clear understanding of expectations for successful/satisfactory performance.

- i. Courses are non-remedial.
 - ii. Courses are taught at a postsecondary or collegiate expectation/standard.
 - iii. Courses are identical to traditional University of Valley Forge courses.
 - iv. Courses enforce prerequisite course requirements that are identical to those enforced for the same courses when students who are not from CCA are enrolled.
 - i. Student eligibility must be verified each term by CCA.
 - j. Student must be admitted into University of Valley Forge's Dual Enrollment Program.
 - k. Student must enroll in a maximum of six (6) University of Valley Forge credits per semester.
 - l. Student must submit a FERPA waiver giving CCA access to the student's academic information.
2. Exceptions to the above eligibility requirements may be made for CCA learners of any grade level who exhibit readiness for college-level coursework and for whom the University of Valley Forge has also approved the exception.
 3. University of Valley Forge shall provide CCA with records of student course completion and grade(s) within 30 days of the final day of the course. In order to obtain CCA credit, students must earn a minimum grade of 60% or a D or better in each dual credit course.

COURSES AND CREDITS

4. CCA students enrolled in Grades 11-12 may apply for courses, programs, training, and other educational offerings (IHE courses) of University of Valley Forge, as agreed to by CCA and University of Valley Forge.
5. Courses offered under this Agreement are inclusive of all courses offered at University of Valley Forge, pending available seats in programs. CCA's CEO or designee may, in consultation with University of Valley Forge, also allow CCA students to take other courses to meet student interest and college or career preparation objectives, and such additional courses shall be subject to the terms of this Agreement.
6. University of Valley Forge will award credits at or through University of Valley Forge to the CCA students in the same manner as those awarded to other individuals enrolled at University of Valley Forge.
7. The courses are offered with the intent of providing instruction for CCA students, and CCA shall grant students credits toward the completion of courses required for graduation.
8. CCA shall weight the high school credits earned by a student for completion of an IHE course – irrespective of whether the course is academic or technical – in the manner similar to Advanced Placement (AP) Program courses at CCA.
9. The courses will be taught by University of Valley Forge staff and available to the CCA students online.

10. University of Valley Forge will allow CCA to review appropriate course documentation to ensure that it is appropriate to recommend and/or provide concurrent credit for its students under this Agreement.
11. CCA students shall enroll in the courses pursuant to guidelines agreed to by CCA and University of Valley Forge. University of Valley Forge staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in University of Valley Forge courses.

FEES AND PAYMENT

12. CCA will pay University of Valley Forge the fees and costs set forth in the Attachment to this Agreement. Any additional costs for learning materials (fees, books, supplies, tools, certification exams, and all other fees and costs necessary for the student's enrollment and participation in the course) will be included in invoicing from University of Valley Forge to CCA and CCA learners and families will not receive a bill, invoice, or request for payment. This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
13. CCA students who enroll in University of Valley Forge courses outside of CCA's internal approval are subject to CCA's and University of Valley Forge's academic and financial policies.
 - a. Withdrawals: Students who wish to be removed from their dual credit program class(es) must follow the University of Valley Forge's Add/Drop or Withdrawal Policy in accordance with the Academic Calendar. Students will receive a W grade on their University of Valley Forge transcript.
14. University of Valley Forge will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at University of Valley Forge. Should University of Valley Forge determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, University of Valley Forge will contact CCA prior to seeking payment or proceeding with the student's enrollment.
15. University of Valley Forge shall invoice CCA after enrollment is confirmed. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
16. University of Valley Forge agrees to comply with all federal and state laws and CCA Board policies regarding the health and safety of students and confidentiality and safekeeping of information, including background checks under the Public School Code and Human Services Code, child abuse reporting, FERPA, and IDEA. University of Valley Forge further agrees to keep confidential any proprietary information shared with it by CCA. University of Valley Forge will sign such documents provided by CCA to confirm compliance with the

forgoing. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its conflicts of laws principles.

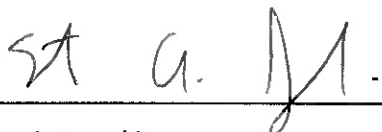
- a. FERPA guidance FERPA guidance states, "If the student is under 18, the parent/s still retain the rights under FERPA at the high school and may inspect and review any records sent by the postsecondary institution to the high school. Additionally, the postsecondary institution may disclose personally 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." (<https://studentprivacy.ed.gov/faq/if-student-under-18-enrolled-both-high-school-and-local-college-do-parents-have-right-inspect>)

PARTNERSHIP: TERMINATION AND RENEWAL

17. Either party may terminate this Agreement for any or no reason provided the party who wishes to terminate this Agreement grants the non-terminating party thirty (30) days written notice. Upon termination of this Agreement, all costs which have accrued at the time of termination shall be paid. Any CCA students enrolled in University of Valley Forge courses at the time of termination shall remain enrolled through the end of the course(s).
18. This Agreement shall automatically renew for one-year periods unless terminated by either party.
19. CCA and its employees and University of Valley Forge and its employees shall both be properly insured and acknowledge and agree to be treated as independent contractors in partnership with one another.
20. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, cost expenses, including reasonable attorney's fees in law or equity, of any kind whatsoever, arising out of or in any manner directly or indirectly related to negligent or intentional acts or omissions or violations or failures to comply with federal, state, or local laws by the first party. This paragraph will survive the termination of this Agreement and the completion of the parties' duties under this Agreement.

SIGNATURES

The College and School District will agree not to discriminate in their educational programs, activities or employment practices based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, union membership or any other legally protected classification. Announcement of this policy is in accordance with state law, including the Pennsylvania Human Relations Act, and with federal law, including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990.



Date: 8/28/2023

Stephen Lazowski
Vice President of Enrollment Management
University of Valley Forge



Date: 8/9/2023

Thomas D. Longenecker
President and CEO
Commonwealth Charter Academy Charter School

ATTACHMENT 1

COURSES/PROGRAMS

All courses designated as appropriate by the University of Valley Forge dual enrollment program, including but not limited to:

- English Composition
- Biblical Studies
- History
- Psychology
- Philosophy
- Literature
- Math
- Science

Note: additional courses may be added from the full catalog of offerings at any time, upon agreement between CCA and University of Valley Forge.

FEES

\$99 per credit

\$50 Technology Fee per semester enrolled

**Tuition and fees listed are subject to change by the Board of Trustees. When changes are made, notice will be given as far in advance as possible.*

Early College/High School Dual Enrollment Agreement

This Agreement is entered into by and between Commonwealth Charter Academy Charter School (CCA) (hereinafter referred to as the "CCA") and Westmoreland County Community College (hereinafter referred to as the "Westmoreland"). This agreement sets out the terms and conditions of the College in the High School program offered by these two institutions in accordance with Pennsylvania law, 24.P.S.:15-1525

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

1. Term

- a. The term of this agreement shall be from February 1, 2024 – January 31, 2027 and shall automatically renew for one-year periods thereafter unless otherwise agreed to by CCA and Westmoreland.

2. Student Eligibility

- a. Students who meet all of the following criteria are qualified to participate in the College Now! Early College program:
 - i. The student must be at least 16 years of age.
 - ii. The student is a sophomore, junior or senior with a 2.5 cumulative CCA grade point average on a 4.0 scale. The subject matter GPA should also be a CCA 2.5 on a 4.0 scale.
 - iii. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by CCA. CCA will determine satisfactory progress based on the student's current grades.
 - iv. The student demonstrates readiness for entry into college-level coursework and meets all course prerequisites as outlined in the current Westmoreland catalog. This may require the student to complete placement testing.
 - v. Exceptions to the above eligibility requirements may be made for CCA students of any grade level who are able to exhibit readiness for college-level coursework. A written petition from the student's CCA High School administration must be submitted to the College's VP of Enrollment Management or designee for consideration.
 - vi. If under the age of 18, students must have the legal consent (i.e. parent or guardian signature) to register for classes.
- b. In order to remain in this Program, the student must maintain an overall secondary school grade average of **75%**. The student also must maintain a minimum grade of "**C**" in each College in the High School course in which the student is enrolled.

- c. Student eligibility must be verified each term by CCA.

3. Student Responsibilities

- a. Students must comply with the Westmoreland Student Code of Conduct and other Academic and Student policies noted with the Student Handbook. Students and parents/legal guardians will be required to sign off on their understanding of obligations.
 - b. The student is responsible for any policies and procedures noted in the appropriate academic catalog. The appropriate academic catalog refers to the catalog of the academic year in which the student started a degree seeking program.
 - c. Students are limited to 24 credits per academic year.
4. **Fiscal Transactions:** CCA will pay Westmoreland the fees and costs set forth in the Attachment to this Agreement. Any additional costs for learning materials (books, supplies, tools, certification exams, and all other fees and costs necessary for the student's enrollment and participation in the course) will be included in invoicing from Westmoreland to CCA and CCA learners and families will not receive a bill, invoice, or request for payment. This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
- a. CCA will be invoiced for College Now! Early College students, based upon the rates set by Westmoreland's Board of Trustees and based on their county of residence for the academic years determined by the agreement. **Tuition and fees listed are subject to change by the Board of Trustees. When changes are made, notice will be given as far in advance as possible.*
 - i. Students will be dropped for nonpayment of tuition and/or for failure to provide a signature of consent for class registration.
 - b. **Withdrawals:** Students who wish to be removed from their College Now! Early College class/es must follow the College's Add/Drop or Withdrawal Policy in accordance with the Academic Calendar. Refunds are not awarded for withdrawals, and students will receive a W grade on their transcript.

5. School District Responsibilities

- a. CCA may award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the graduation requirements identified above.
- b. CCA is responsible for ensuring the student participating in Early College meets the above requirements and is college-ready.

6. Additional Administrative Responsibilities

FERPA: The College and the school district agree to share information in compliance with FERPA (Federal Education Right to Privacy Act). FERPA guidance states, "If the student is under 18, the parent/s still retain the rights under FERPA at the high school and may inspect and review any records sent by the postsecondary institution to the high school. Additionally, the postsecondary institution 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.”
(<https://studentprivacy.ed.gov/faq/if-student-under-18-enrolled-both-high-school-and-local-college-do-parents-have-right-inspect>)

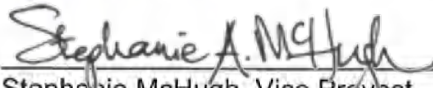
Signature Page

Westmoreland and CCA will agree not to discriminate in their educational programs, activities or employment practices based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, union membership or any other legally protected classification. Announcement of this policy is in accordance with state law, including the Pennsylvania Human Relations Act, and with federal law, including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. Inquiries should be directed to the Affirmative Action Officer.

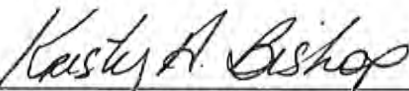
For CCA:

 2/14/2024

Thomas Longenecker, President/CEO Date

 _____
Stephanie McHugh, Vice Provost Date

For Westmoreland:

 1/30/2024

Kristy A. Bishop, Ph.D. Date
Vice-President of Academic Affairs

Updated 04/17/21

ATTACHMENT

COURSES:

- American Sign Language
- Advanced Technology Center courses in HVAC (both online and in-person courses)
- English/Language Arts/Communication courses

Note: additional courses may be added from the full catalog of offerings at any time, upon agreement between CCA and Westmoreland.

FEES:

**Tuition and fees listed are subject to change by the Board of Trustees. When changes are made, notice will be given as far in advance as possible.*



Widener University

Memorandum of Understanding

between

Commonwealth Charter Academy Charter School and Widener University

I. PURPOSE AND SCOPE OF WORK:

This dual enrollment credit agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a K-12th grade public cyber charter school operating in Pennsylvania, will be able to participate in the High School Dual Enrollment program offered by **Widener University (Widener)**. This Agreement shall be effective **June 2023**.

Commonwealth Charter Academy Charter School (“CCA”), a free, public cyber charter school located in Pennsylvania, and **Widener University (“Widener”)** a nationally recognized private university whose main campus is located at One University Place, Chester, Pennsylvania, agree that it is mutually beneficial to offer college courses as dual enrollment opportunities online. The purpose of these dual enrollment courses will be to better prepare **CCA** students for the transition to college as well as to expand the current offerings available from other higher education institutions in the county/region to all residents. As such, **CCA** and **Widener** desire to extend a new agreement to provide **Widener University** college-level courses to students currently enrolled at **CCA** through **December 31, 2026**. By entering into this “Memorandum of Understanding” (MOU), both parties indicate their commitment to these principles and their ability and desire to ensure that these principles are implemented.

II. BACKGROUND

Section 1525 of the Public School Code requires that **CCA** enter into an agreement with an institution of higher education approved to operate in Pennsylvania (**Widener**) in order to allow students attending **CCA** and enrolled in grades 10 (with special permission) 11-12 to attend **Widener** and concurrently earn credit at **CCA** and **Widener**.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education’s collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 168 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including post-secondary and career and technical education coursework, career readiness indicators, and acceptance to an institute of higher education.

CCA specializes in providing an online, personalized learning experience to students in grades K12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

III. DEFINITIONS/CRITERIA

- a. CCA students enrolled in grades 10 (with special permission), 11, and 12 may register for the high school dual enrollment course offerings of Widener as agreed to by CCA and Widener.
- b. Widener courses are offered with the intent of providing instruction for CCA students, and CCA shall grant students credit toward the completion of courses required for graduation.
- c. Dual Enrollment courses are taught online by Widener faculty outside of the high school and consist of high school students and traditional Widener college students.
- d. Dual Enrollment courses are offered to high school students at a reduced tuition rate.
- e. Developmental courses will not be offered through the Dual Enrollment program.
- f. Placement testing is not required for the Dual Enrollment program

IV. PROJECT ADMINISTRATION

- a. Both parties have committed to the implementation of this partnership and have designated project leads to oversee the day-to-day operations of this project. For CCA, the program lead will be the **Vice Provost, K-12 Career Readiness**. For Widener, the program lead will be the **Assistant Director, Advising and Academic Affairs**.
- b. Both project leads will work through appropriate channels at their respective institutions in order to resolve problems, answer questions, and ensure the successful implementation, sustainability, and operation of this partnership.

V. ROLES AND RESPONSIBILITIES

Widener University:

- a. Widener will oversee the partnership with the Commonwealth Charter Academy Charter School and be responsible for the administration of the online program, including the following details:
 - i. Complete and sign the Memorandum of Understanding (MOU).
 - ii. Work with Charter School to coordinate student selection process, application, course enrollment and orientation program.

- b. Approve Widener courses offered to high school students.
- c. Coordinate student admissions and course enrollment. Placement testing is not required for the dual enrollment program.
 - i. Admit students in accordance with Widener's admissions criteria for dual enrollment.
 - ii. Provide CCA students with access to the online application process and course enrollment forms.
 - iii. Coordinate application and enrollment deadlines with the high school.
 - iv. Permit students to add/drop/withdraw from courses in accordance with Widener's policies.
- d. Provide enrolled students with a Widener ID card for access to limited college facilities appropriate for the Dual Enrollment program such as administrative buildings, Wolfgram Memorial Library, and the University Center. Enrolled students will also receive a Widener email address, information on Widener's student policies and procedures, and access to academic resources such as the Math and Writing Centers.
- e. Widener University agrees to provide curriculum vitae or resumes to CCA for adjunct faculty approved to teach identified courses upon request. Updated curriculum vitae or resumes will be required on a semester basis for continuing course instructors.
- f. Widener agrees to a timely review (i.e., no more than 10 business days) of the qualifications of course instructors.
- g. Widener University agrees to send updated course documents for each course being offered to ensure they are appropriate to recommend and/or provide credit for its students under this agreement prior to the start of each semester for each course being offered within that semester.
- h. Widener agrees to provide CCA with the requirements necessary in order to enroll students in courses offered through this partnership (see Appendix A).
- i. Widener agrees to offer the approved college courses to students of CCA at a cost of \$200.00 per student per course. Widener will provide college credit to such students who successfully complete such courses in the same manner as those awarded to other individuals enrolled at Widener. Individual students enrolling in individual Widener courses will be charged the prevailing CCA student tuition rate at the time of enrollment.
 - i. Juniors at CCA will be limited to two courses (approx. 6-7 credits) per semester. Seniors who have demonstrated success in previous Widener courses will be limited to three courses (approx. 9-10 credits).
 - ii. Students will be limited to 30 total credits from Widener as dual enrollment students.
- j. Widener agrees to make textbooks and course materials required by the instructor(s) available for CCA students to purchase online through our Widener bookstore and/or alternative vendors.
- k. Widener agrees to provide grade letters for CCA students who have successfully completed the approved college courses.
- l. Widener and CCA shall mutually agree on a list of 6-10 dual enrollment courses to be offered as part of this partnership (see Appendix B). Individual CCA

students may enroll in additional Widener courses by advisement from the Interim Dean or designee.

- m. Widener agrees to comply with all federal and state laws and CCA Board policies regarding health and safety of students and confidentiality and safekeeping of information, including background check and health testing requirements under the Public School Code and Human Services Code, child abuse reporting, FERPA and IDEA. Widener further agrees to keep confidential any proprietary information shared with it by CCA. Widener will sign such documents provided by CCA to confirm compliance with the forgoing.
- n. Both parties agree that such collaboration is beneficial to both organizations and therefore may mutually benefit from press releases and other public announcements. It is agreed that both organizations will agree to jointly collaborate in the marketing of this partnership through websites and other media. This includes the ability of each organization to use respective logos for the promotion of the partnership.

Commonwealth Charter Academy:

- o. CCA must communicate any needs for adjunct faculty at least 90 days prior to the course launch date to ensure adequate time for identification and approval of adjunct faculty.
- p. CCA will ensure that students who apply for dual enrollment meet the admission criteria for Widener.
- q. CCA agrees, with the consent of the affected students and the parents of affected students, to provide Widener with student names and other required identifying information in order for Widener to register them as students and to award college credit upon documentation of successful completion of these courses.
- r. CCA will forward all application course registration materials to Widener in order to meet agreed upon deadlines, including:
 - i. Completed and signed course enrollment forms, student transcripts, and grade release (FERPA) forms. A parent or guardian's signature is required on the grade release form for students under the age of 18.
- s. CCA shall weight the high school credits earned by a student for completion of a Widener course – irrespective of whether the course is academic or technical – in the manner similar to Advanced Placement Program courses at CCA.

VI. ENROLLMENT, FEES, AND PAYMENT

- a. CCA students shall enroll in the courses pursuant to guidelines agreed to by CCA and Widener. Widener staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in Widener courses.
- b. CCA will pay Widener the fees and costs set forth in Appendix B to this Agreement, which shall be inclusive of books, materials, and/or supplies, and all other fees and costs necessary for the student's enrollment and participation in the course. This amount is nonrefundable. No additional costs will be charged to CCA or the students unless agreed to in writing by CCA. CCA students who

enroll in Widener courses outside of CCA's internal approval are subject to CCA's and Widener academic and financial policies.

- c. Widener will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at Widener. Should Widener determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, Widener will contact CCA prior to seeking payment or proceeding with the student's enrollment.
- d. Widener shall provide CCA an invoice for the course fees for each student 3 weeks prior to the start of the class. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.

VII. STUDENT ELIGIBILITY CRITERIA

- a. Students will be enrolled in Widener courses under this Agreement in accordance with procedures and guidelines adopted by CCA, copies of which shall be furnished to Widener. At a minimum, CCA students shall meet the following CCA eligibility criteria:
Students must:
 - i. Obtain written permission from the student's parent(s) or legal guardian(s), to participate in the program.
 - ii. Maintain a 2.5 cumulative GPA at CCA.
 - iii. Must complete 50% of his/her coursework at CCA.
 - iv. Complete one semester of non-credit or credit certificate programs with CCA.
 - v. Not be involved in the academic escalation process.
 - vi. Be satisfactorily meeting high school graduation requirements, as determined by CCA.
- b. In consultation with the Widener, CCA may waive the eligibility criteria above for a student.
- c. Widener shall provide CCA with records of student course completion and grade(s) within 30 days of the final day of the course. In order to obtain CCA credit, students must earn a minimum grade of 60% or a grade of "D" or better in the course.

VIII. QUALITY ASSURANCES

- a. Both CCA and Widener have the requisite powers and authority to execute this MOU.
- b. Both parties agree to comply with the terms of this MOU unless such MOU shall be amended with appropriate notice (i.e., at least 90 days).

- c. Both parties agree that it is mutually beneficial to build a strong and successful career and college program for CCA students. Therefore, this will be an exclusive agreement between CCA and Widener to provide college-level programming to CCA students.
- d. Dual enrollment courses offered shall follow official course descriptions provided by Widener, meet Widener's academic standards, and meet Widener's required number of contact hours.
- e. Dual enrollment courses offered will maintain University standards in the level of reading and writing, quantitative problem-solving, and laboratory components as required.

IX. MODIFICATIONS

This MOU may be amended subject to approval by both parties when submitted in writing by one party to another at least ninety (90) days prior to the implementation of the proposed amendment.

X. TERMINATION, AND RENEWAL

- a. This Agreement may be terminated by either party with 30 days' written notice to the other party. Any CCA students enrolled in the Widener University courses at the time of termination shall remain enrolled through the end of the course.
- b. This Agreement shall be reviewed for automatic renewal on a three-year cycle unless terminated by either party.

XI. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives, as of the day and year first above written.

COMMONWEALTH CHARTER ACADEMY

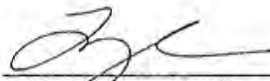


Thomas D. Longenecker
President and CEO
Commonwealth Charter Academy
Charter School

8/9/2023

Date

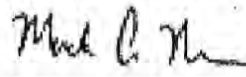
WIDENER UNIVERSITY



Linda Kiraly Gilbert
Vice President for
Administration and Finance

7/12/23

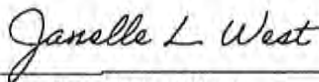
Date



Dr. Mark A. Nicosia
Interim Vice Provost, Academic
Affairs and Strategy

7/12/2023

Date



Dr. Janelle L. West
Interim Dean, Center for Graduate and
Continuing Studies

7/20/2023

Date

APPENDIX A

Additional requirements for admission into the Widener University Dual Enrollment Program:

- Sophomore (with special permission), junior, or senior class level
- High School transcript and any other College/University dual enrollment transcript, if applicable
- Minimum high school GPA of 2.5
- Grade Release Authorization (FERPA) form
- Recommended by a high school counselor
 - Should be high performing, self-motivated and responsible
 - Good time-management skills will be essential

Note: Completing courses during the High School Dual Enrollment program does not guarantee acceptance into a degree program after high school. Students must meet additional requirements to be accepted into a degree program of interest.

APPENDIX B

Widener University – Commonwealth Charter Academy Partnership Dual Enrollment Course Offerings

Semester	Course Code	Course Title	Credits	Fees
Fall 2023	UIS 101	INTRO TO PERSONAL COMPUTERS	3	\$200 per student
	UPHI 120	SYMBOLIC LOGIC	3	\$200 per student
	USOC 105	INTRODUCTION TO SOCIOLOGY	3	\$200 per student
	UALH 111	MEDICAL TERMINOLOGY	3	\$200 per student
	UALH 115	INTRO TO PATIENT CARE	1	\$200 per student
	UCOM 130	MASS MEDIA & SOCIETY	3	\$200 per student
	UENG 101	READING, THINKING & WRITING	3	\$200 per student
	UIS 105	INTRO TO INFORMATION SYSTEMS	3	\$200 per student
	USOC 245	RACE, HIP HOP & SOCIETY (Pre-req: USOC 105)	3	\$200 per student
	UED 101	INTRODUCTION TO TEACHING	3	\$200 per student
	UESC 103	PLANET EARTH	3	\$200 per student

****** THESE WILL CHANGE EACH SEMESTER BASED ON WHAT WE ARE OFFERING TO HIGH SCHOOL STUDENTS.**

FALL 2023 HIGH SCHOOL DUAL ENROLLMENT COURSES BY TERM

FALL I 2023 (7-week courses from August 28, 2023 October 17, 2023)

UIS 101 – INTRODUCTION TO PERSONAL COMPUTERS (3 Credits)

This course introduces microcomputer applications as tools for productive automation of work. It introduces the computer system and the operating system. It instructs the student in the rudiments of three popular software application – word processing, spreadsheets, and presentation graphics. CSCI or CIS students may not take this course. **Prerequisite(s):** No Prerequisite.

UPHI 120 – SYMBOLIC LOGIC (3 Credits)

This course is a rigorous examination of the theory and methods of symbolic logic. Students do problems and proofs in both sentential logic and first-order predicate logic, using truth tables, logic trees, and INT/ELIM systems of natural deduction. Special emphasis is placed on developing skills in translating sentences from natural language into symbolic notation. This course is especially useful for majors in computer science, mathematics, engineering, and any discipline in which knowledge of formal systems is important. **Prerequisite(s):** No Prerequisite.

USOC 105 – INTRODUCTION TO SOCIOLOGY (3 Credits)

A general introduction to sociology covering empirically based theoretical insights on social groups, culture, institutions, social organization, stratification, deviance, social movements, and social change. The development of a sociological perspective through the application of core concepts, such as the sociological imagination and the social construction of reality, formulates the basic framework for this course. **Prerequisite(s):** No prerequisite.

FALL II 2023 (7-week courses from October 23, 2023 to December 12, 2023)**UALH 111 – MEDICAL TERMINOLOGY (3 Credits)**

Allied health, like any other professional discipline, has its own specialized lexicon. Those in the various fields of allied health must understand this shared language not only to interact with other professionals but also to carry out career responsibilities. In this entry-level course, students learn and practice medical terminology—from anatomy and physiology to diagnostics and technology.

Prerequisite(s): No prerequisite.

UALH 115 – INTRODUCTION TO PATIENT CARE (1 Credit)

This course is designed to prepare Widener-Crozer DMS students for clinicals. It combines an understanding of the elements of patient care with hands-on experience in handling, patient transfer, managing critical situations, infection control, emergency medical situations, ethics and law, first aid, communicating with patients, HIPAA, and sterile techniques.

UCOM 130 – MASS MEDIA & SOCIETY (3 Credits)

This course examines the historical evolution and the present-day structure and composition of the mass media and its related industries. It also briefly examines the impact of mass media on individuals and society and introduces students to mass communication research. **Prerequisite(s):** No prerequisite.

UENG 101 – READING, THINKING, AND WRITING (3 Credits)

Success in college calls for curiosity, engagement, and a willingness to be challenged, as well as having a strong foundation in reading, writing, and thinking. First-year students at Widener begin their college career with ENGL 101, a course designed to prepare undergraduates for serious academic inquiry, full participation in the intellectual life and mission of the university, and sustained self-directed learning throughout the curriculum. Students have the opportunity to select a section of ENGL 101 focused on a particular theme or topic. Through a variety of challenging reading and writing assignments engaging with the topic of choice (including a common reading), students become more careful and discerning readers. They will express insights and craft sustained arguments supported by carefully chosen evidence from primary and secondary material, and they will strengthen their ability to ask questions, evaluate, and synthesize complex information and draw conclusions. **Prerequisite(s):** No prerequisite.

UIS 105 – INTRODUCTION TO INFORMATION SYSTEMS (3 Credits)

An overview of computer information systems and computer science. This survey course introduces computer hardware, software, procedures, systems, algorithms, and human resources and explores their integration and application in business, science, and in other segments of society. The fundamentals of problem solving and programming in a high-level programming language are discussed and applied.

USOC 245 – RACE, HIP HOP & SOCIETY (3 Credits)

This course explores the contemporary emergence of rap and hip-hop culture. The course engages students in listening to music, viewing DVDs, and reading books and articles related to rap, hip hop, and cultural values. Societal issues of social control and freedom of speech are examined. Students explore

these issues with the intent to broaden their sociological imaginations.

Prerequisite(s): USOC-105

FULL FALL 2023 (15-week courses from August 28, 2023 to December 15, 2023)

UED 101 – INTRODUCTION TO TEACHING (3 Credits)

Intended for students who want to learn more about the teaching profession, this course has been designed to provide an opportunity to explore and to experience the nature and role of a classroom teacher as facilitator for learning, as classroom manager, and as decision maker. Through class discussions, school visits, field trips, interaction with practicing teachers, and field placements, students witness first- and what a good teacher does. The duties, responsibilities, and preparation of the classroom teacher is emphasized concurrently with an examination of the foundations of education. As part of this course, students participate in field experiences inside and outside of regularly scheduled class times, which enable them to relate the course content to teaching. All students must have required clearances before the semester begins.

Prerequisite(s): No prerequisite.

UESC 103 – PLANET EARTH (3 Credits)

A course designed to expand one's awareness of science in general with particular emphasis on the geosciences. The principal topics include study of Earth, its oceans, resources, and climate; Earth as compared to other planets in our solar system, and the fate of planet Earth. This course is for non-science majors. **Prerequisite(s):** No prerequisite.

**Concurrent Enrollment Agreement Between
Commonwealth Charter Academy Charter School
and Wilson College (Wilson)**

This concurrent credit Agreement is entered into pursuant to section 1525 of the Pennsylvania Public School Code of 1949, 24 P.S. § 15-1525, and establishes the conditions through which eligible students from **Commonwealth Charter Academy Charter School (CCA)**, a Grade K-12 public cyber charter school operating in Pennsylvania, will be able to participate in courses, programs, training, and other educational offerings offered by **Wilson College (Wilson)**. This Agreement shall be effective for three (3) years from July 1, 2024, through December 31, 2027, and will automatically renew for one-year periods unless otherwise stipulated by CCA and Wilson.

Background

Section 1525 of the Public School Code requires that CCA enter into an agreement with an institution of higher education approved to operate in Pennsylvania (IHE) in order to allow students attending CCA and enrolled in Grades 7-12 to attend the IHE and concurrently earn credit at CCA and the IHE.

Further, Pennsylvania public schools, including cyber charter schools, must offer college and career readiness programs to enrolled students. Rigorous non-credit or credit certificate programs of study – Advanced Placement (AP) courses, International Baccalaureate (IB) courses, dual-credit courses, and concentrated Career and Technical Education (CTE) programs of study – are included in the Future Ready PA Index, the Pennsylvania Department of Education’s collection of student progress measures related to school and student success. Additionally, pursuant to Act 6 of 2017 and Act 158 of 2018, the General Assembly has approved alternate graduation pathways for public school students, including postsecondary and career and technical education (CTE) coursework, career readiness indicators, and acceptance to an IHE.

CCA specializes in providing an online, personalized learning experience to students in Grades K-12 in Pennsylvania in order to prepare them for college, career, and life. CCA is required and authorized to provide students with educational opportunities equal to or greater than those offered in traditional public schools.

The Pennsylvania Department of Education and the Charter School Law (24 P.S. § 17-1701-A *et seq.*) recognize that charter schools and cyber charter schools can purchase courses and services and offer them as part of their own curriculum. The Charter School Law also authorizes charter schools and cyber charter schools to make contracts for the procurement of services; and have such other powers necessary to fulfill their charter and which are not inconsistent with the Law. 24 P.S. § 17-1714-A(a)(5), (b).

Articulation Defined

PDE defines "articulation" as, "a planned process of curriculum development, instructional strategies, and administrative procedures, which link educational agencies with other educational agencies or with industries. The linkage helps students make a transition from a school entity to another school entity, college, or university or a business/industry without experiencing delays in or duplication of learning." 22 Pa. Code § 339.1a(b). See also 22 Pa. Code § 49.1 (describing "articulation" as the transfer and recognition of academic achievement between institutions to facilitate the successful transfer of students without duplication of course work).

In consideration of the foregoing and the terms and conditions that have been discussed, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties intending to be bound agree to the following terms:

TERM

The term of this Agreement shall be for three (3) years from July 1, 2024, through December 31, 2027, and shall automatically renew for one-year periods unless otherwise terminated by either party.

STUDENT ELIGIBILITY/ENROLLMENT CRITERIA

1. Students who meet all of the following criteria are qualified to participate in the dual credit program and will be enrolled in Wilson courses under this Agreement in accordance with the procedures and guidelines adopted by CCA, copies of which shall be furnished to Wilson upon request. At a minimum, CCA students shall meet the following eligibility criteria:
 - a. Student must be in Grades 11-12 for Dual Enrollment, registered for courses offered by Wilson as agreed to by CCA and Wilson.
 - b. Student must obtain written permission from student's parent(s) or legal guardian(s) to participate in the program via the CCA protocols and/or the admissions procedures of Wilson.
 - c. Student must maintain a 2.5 cumulative GPA at CCA or otherwise qualify (e.g. certain courses have pre-requisite requirements that must be met).
 - d. Student must complete one semester of non-credit, credit, or certificate programs with CCA prior to enrollment.
 - e. Student must not be engaged in the academic escalation (MTSS warning and intervention) process.
 - f. Student must be satisfactorily meeting high school graduation requirements, as determined by CCA.
 - g. Student must demonstrate readiness for the level of coursework in the intended subject areas as jointly determined by Wilson and CCA (may include recommendations, entering and maintained GPA, standardized test scores, and placement exams, if necessary).
 - h. Student must review the program guidelines and course syllabi to ensure a clear understanding of expectations for successful/satisfactory performance.

- i. Courses are non-remedial.
 - ii. Courses are taught at a postsecondary or collegiate expectation/standard.
 - iii. Courses are identical to traditional Wilson courses.
 - iv. Courses enforce prerequisite course requirements that are identical to those enforced for the same courses when students who are not from CCA are enrolled.
- i. Student eligibility must be verified each term by CCA.
- 2. Exceptions to the above eligibility requirements may be made for CCA learners of any grade level who exhibit readiness for college-level coursework.
 - a. Dual Enrollment: exceptions to the eligibility requirements above may be made through agreement between CCA and via the Wilson admission process as approved by the Associate Dean of programming.
- 3. Wilson shall provide CCA with records of student course completion and grade(s) within 30 days of the final day of the course. In order to obtain CCA credit, students must earn a minimum grade of D- or better in each dual credit course.

COURSES AND CREDITS

- 4. CCA students enrolled in Grades 11-12 in the Dual Enrollment program may register for courses offered to dual enrollment student, as agreed to by CCA and Wilson.
- 5. Courses offered under this Agreement are inclusive of all high school dual enrollment courses offered at Wilson, pending available seats in programs. CCA's CEO or designee may, in consultation with Wilson, also allow CCA students to take other courses to meet student interest and college or career preparation objectives, and such additional courses shall be subject to the terms of this Agreement.
- 6. Wilson will award credits at or through Wilson to the CCA students in the same manner as those awarded to other individuals enrolled at Wilson.
- 7. The courses are offered with the intent of providing instruction for CCA students, and CCA shall grant students credits toward the completion of courses required for graduation.
- 8. CCA shall weight the high school credits earned by a student for completion of an IHE course – irrespective of whether the course is academic or technical – in the manner similar to Advanced Placement (AP) Program courses at CCA.
- 9. The courses will be taught by Wilson staff and available to the CCA students online, in-person, or a combination thereof for the Dual Enrollment program.
- 10. Wilson will allow CCA to review appropriate course documentation to ensure that it is

appropriate to recommend and/or provide concurrent credit for its students under this Agreement.

11. CCA students shall enroll in the courses pursuant to guidelines agreed to by CCA and Wilson. Wilson staff shall be available to CCA students for assistance and guidance in the same manner as they are made available to other students enrolled in Wilson courses.

FEES AND PAYMENT

12. CCA will pay Wilson the fees and costs set forth in the Attachment to this Agreement. Any additional costs, academic fees (fees necessary for the student's enrollment and participation in the course, inclusive of Cengage e-book fees) will be included in invoicing from Wilson to CCA. CCA learners and families will not receive a bill, invoice, or request for payment. CCA will receive separate invoicing which shall include any additional cost for learning materials (textbooks not included with Cengage and lab kits necessary for the student's enrollment and participation in the course). This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
13. CCA students who enroll in Wilson courses outside of CCA's internal approval are subject to CCA's and Wilson's academic and financial policies.
 - a. Withdrawals: Students who wish to be removed from their dual credit program class(es) must follow the Wilson Add/Drop or Withdrawal Policy in accordance with the Academic Calendar. Students will receive a W grade on their Wilson transcript, as long as the student has met the appropriate deadlines as outlined by the Wilson academic calendar on the Wilson website. The Wilson refund policy and other information can be found in the catalog: <https://wilson.smartcatalogiq.com/>
14. Wilson will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at Wilson. Should Wilson determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, Wilson will contact CCA prior to seeking payment or proceeding with the student's enrollment.
15. Wilson shall invoice CCA after enrollment is confirmed. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.

16. Wilson agrees to comply with all federal and state laws and CCA Board policies regarding the health and safety of students and confidentiality and safekeeping of information, including background check and health testing requirements under the Public School Code and Human Services Code, child abuse reporting, FERPA and IDEA. Wilson further agrees to keep confidential any proprietary information shared with it by CCA. Wilson will sign such documents provided by CCA to confirm compliance with the forgoing.

- a. FERPA guidance states, "If the student is under 18, the parent/s still retain the rights under FERPA at the high school and may inspect and review any records sent by the postsecondary institution to the high school. Additionally, the postsecondary institution 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." (<https://studentprivacy.ed.gov/faq/if-student-under-18-enrolled-both-high-school-and-local-college-do-parents-have-right-inspect>)

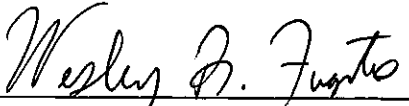
PARTNERSHIP: TERMINATION AND RENEWAL

- 17. Either party may terminate this Agreement for any or no reason provided the party who wishes to terminate this Agreement grants the non-terminating party thirty (30) days written notice. Upon termination of this Agreement, all costs which have accrued at the time of termination shall be paid. Any CCA students enrolled in Wilson courses at the time of termination shall remain enrolled through the end of the course(s).
- 18. This Agreement shall automatically renew for one-year periods unless terminated by either party.
- 19. CCA and its employees and Wilson and its employees shall both be properly insured and acknowledge and agree to be treated as independent contractors in partnership with one another.
- 20. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, cost expenses, including reasonable attorney's fees in law or equity, of any kind whatsoever, arising out of or in any manner directly or indirectly related to negligent or intentional acts or omissions or violations or failures to comply with federal, state, or local laws by the first party. This paragraph will survive the termination of this Agreement and the completion of the parties' duties under this Agreement.

SIGNATURES

CCA and Wilson agree not to discriminate in their educational programs, activities or employment practices based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, union membership or any other legally protected classification. Announcement of this policy is in accordance with state law, including the Pennsylvania Human Relations Act, and with federal law, including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990.

College Signatures



Dr. Wesley Fugate
President, Wilson College

Date: 4/25/24



Dr. Elissa Heil
VP Academic Affairs/Dean of Faculty, Wilson College

Date: 4/25/24

CCA Signatures



Thomas D. Longenecker
President and CEO
Commonwealth Charter Academy Charter School

Date: 4/10/2024

ATTACHMENT

COURSES/PROGRAMS

All courses designated as appropriate by the Wilson College Here and Now: including but not limited to:

- a. Dual Enrollment- students may take any college course listed on the high school dual enrollment course list. The list of course options changes each semester and will be provided to students. Information on Wilson's dual enrollment is located at <https://www.wilson.edu/dual-enrollment>

Note: additional courses may be added from the full catalog of offerings at any time, upon agreement between CCA and Wilson.

FEES

Tuition

Wilson College undergraduate tuition for CCA students: \$150 per credit hour

Fees

Educational Services Fee: \$45 per credit hour, per course

**Tuition and fees listed are subject to change by the Board of Trustees. When changes are made, notice will be given as far in advance as possible.*



**Agreement to Participate in Dual Enrollment Degree Acceleration Program
at Montgomery County Community College**

This Memorandum of Understanding ("MOU"), entered as of November 1, 2024 ("Effective Date"), is by and between Montgomery County Community College ("Montco" or "College") and Commonwealth Charter Academy ["CCA"].

Part I – OVERVIEW

- A. **Purpose:** The purpose of this MOU is to facilitate cooperation between Montco and CCA for high school students to take college-level courses for District and college credit through the Dual Enrollment Program ("Program") under Section 1525 of the Pennsylvania Public School Code of 1949.
- B. **Program:** The Dual Enrollment at Montco allows high school students to get a head start on their college education while completing high school. Eligible students can earn college credits that may also fulfill certain high school graduation requirements with approval from their high school. Dual Enrollment students can complete their degree during high school, continue to degree completion at Montco after high school, or transfer their Montco credits to a 4-year college or university. Students interested in transferring credit should contact the intended college's admissions office to ensure that credits transfer completely. Students may be registered for up to two courses per term.
- C. **Student Eligibility:** To be eligible, students must be in good academic standing with a high school 3.0 or higher CCA grade point average (GPA) and meet the pre-requisites for the classes they wish to take. Students under 15 years of age require additional review of academic readiness. To maintain eligibility for Dual Enrollment, the student must maintain a 2.5 or higher GPA and follow Montco's academic policy should they fall below the minimum GPA.
- D. **Student Enrollment:** The student is responsible for completing registration for their course(s) found at [MC3.edu/DE](https://mc3.edu/de). Special arrangements may be made by Montco to do on-site registration at CCA with the permission of CCA's Department of Career Readiness. All Dual Enrollment students are bound by the College registration [calendar and deadlines](#).
 - a. The participating student must submit a signed Release Form (signed by parent/guardian and student) with each course registration form. Students will not be registered without completion of a parent/guardian release form.
- E. **Definitions**
 - a) **Dual Enrollment.** Enrolling in a College credit course(s) as a high school student.
 - b) **Concurrent Enrollment.** Sometimes referred to as Early College or Dual Credit. Concurrent Enrollment courses are taught by an approved high school teacher, also known as Dual Credit Instructor, at the Program School. Students earn transcribed credit for the course at both the college and the high school.
 - c) **Dual Credit.** When a high school student is enrolled in a college credit course and receives transcribed credit for the course(s) both at Montco and CCA
 - d) **Dual Enrollment Student.** An academically capable high school student who meets the pre-requisites for Montco course(s).



MONTGOMERY

COUNTY COMMUNITY COLLEGE

- e) Dual Credit Instructor - Program School. A Program School teacher who meets the credentialing requirements of Montco to teach in the discipline and is approved by Montco to teach a Dual Credit course in their high school.
- f) College Faculty Liaison. A College faculty member who agrees to serve as liaison between the Program School faculty member teaching a Dual Credit course and the College's Academic Affairs.
- g) Dual Credit Courses. Courses taught at the high school or the college and approved for transcribed credit at both the Program School and College. Dual Credit courses are jointly selected from Montco's catalog.
- h) Degree Acceleration Program. The Dual Enrollment Degree Acceleration program provides high school students with the opportunity to complete up to 30 credits of their associate degree in their junior and senior years, completing their degree at Montco within a year of high school graduation, and accelerating their path to transfer or to career. For students interested in pursuing a bachelor's degree, this is a 2-1-2 model, where students take 30 credits dually enrolled in high school and Montco, 30 credits in one year after graduation at Montco, and then the final two years of baccalaureate study at one of Montco's partner colleges and universities.

Part II – PROGRAM PARTNERSHIP COMMITMENTS

- A. Leadership Commitment: Montco and CCA leaders acknowledge a shared commitment to building and sustaining the partnership necessary to serve students through the Dual Enrollment program. CCA leaders will commit to sharing information regarding the partnership with various school departments (ex. business, guidance, and transportation offices, etc.) and pertinent personnel.
- B. Program Leadership: The Montco Program Manager of Educational Partnerships, under the supervision of the Executive Director of Educational Partnerships, and the Dean of Academic Innovation shall oversee the entire Dual Enrollment Program. Dual Enrollment contact information is available in Exhibit E.
- C. CCA Career Readiness Department and Montco Program Coordinator Relationship: CCA will appoint a representative to serve as the Lead Liaison. Shared support of and collaboration between the Dual Enrollment Program Coordinator and the CCA Liaison will guide the work toward student success as well as program and partnership sustainability. Expectations and roles are clearly defined and are reviewed annually. CCA will be responsible for the selection of Students, subject to the final approval of Montco in its sole discretion. CCA will share Students' and their Legal Parent/Guardians' contact information (email addresses and phone numbers) with Montco for coordination and onboarding purposes.
- D. Student Credit: Montco will award postsecondary credit to students who successfully complete their courses. Montco will transcript this credit in a manner identical to other students who take a course at this institution. If a Dual Enrollment student becomes a regularly enrolled student at Montco following graduation from the CCA, Montco 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.
 - a. The Student must satisfy the prerequisite requirements, if any, for the specific courses. To remain in the Program, students must complete the requirements of each course as outlined



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in the course syllabus. Students must abide by Montco's expectations for student attendance and behavior and to minimum grades earned in high school and college coursework. CCA administration will be contacted with concerns related to the above and consulted in regard to interventions and any disciplinary action needed, including dismissal from the program. Montco shall provide CCA with documentation regarding any misconduct by a Student upon CCA's request. To successfully complete the course(s) listed in this Agreement, the minimum passing grade is a D. If a student receives below a C in a course, they will not be able to take the next level course. For example: If a student receives a D in English 101, they will not be eligible to take English 102. Most colleges and universities require that students earn a C or better to transfer credit.

- b. CCA may request progress reports and final grades from the Dual Enrollment Office at Montco.
- c. CCA will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling high school graduation requirements.

E. Student Support:

- a. Events and Activities: Dual Enrollment students have full access to participate in extracurricular programs and activities as appropriate.
- a) Orientation: Montco will provide orientation information to be distributed to CCA partner school students. A supplemental on-campus orientation may also be provided to introduce the students to Montco's resources and facilities.
- b. Students with Special Needs: Students with disabilities can arrange to meet with the Disability Services Center to learn about the College's policies and procedures for requesting reasonable accommodations and support services. Accommodations at the high school does not transfer to the college for dual enrollment students.
- c. Technology: All Dual Enrollment students will have full access to the College's technology (ex. computer labs, will receive a college email address, and participate in web-based social and academic communities, etc.). Students will have all of the same rights, privileges, and responsibilities as other Montco students, including the right to a student ID and the use of the library and other academic resources. Students engaged in virtual dual enrollment coursework will require the use of laptops or Chromebooks, cameras, and other technology to access the course and its content. Similarly, they will need to access course texts and resources as assigned by the course instructor and included in the course syllabus. CCA will be responsible for ensuring that Students have the necessary materials for their course and will contract separately with Montco should these supplies to be obtained and distributed to Students by Montco directly, at a cost mutually agreed upon by both parties.
- d. Tutoring: The college offers free in-person and online tutoring for all students. Online tutoring is available 24/7 and can be accessed through the Montco Canvas shell.

- F. Student Code of Conduct: Students will adhere to the College's Code of Conduct (<http://www.mc3.edu/aboutus/policies/sa-4/conduct.aspx>) and Academic Code of Ethics (<http://www.mc3.edu/aboutus/policies/aa-3/ethics.aspx>), as well as any Dual Enrollment program policies and procedures.



- G. Dual Enrollment Program Calendar: Students will adhere to the College's academic calendar, not CCA's.
- H. Student Accountability Tracking: Meetings between College staff and CCA Liaisons will occur at the end of each semester, or more frequently, to discuss student progress and update student files along with end-of-term grades from the College.
- I. Advising: Students are encouraged to review program needs with the dual enrollment team and meet with their college advisor for assistance in completing their degree. Advisors do not register students for their courses. Students are responsible for registering through the appropriate dual enrollment forms found at MC3.edu/DE.
- J. Course Placement: Students must meet the prerequisite for the course they wish to register for. Exceptions are at the discretion of the department and will not be considered with incomplete information or test scores.

Part III – Pricing and Billing. Partner School financial responsibility, Pricing and billing for this MOU are set forth on Exhibit A.

Part IV – OPERATIONS

- A. Information Sharing Agreements: Confirm registration, course roster, and attendance to the college in-line with the college registration calendar.
- B. Program Promotion: CCA will advertise the opportunity to take Dual Enrollment courses at Montco to qualified students and their parents/guardians.
- C. Location: Course location detailed in Exhibit B

Part V – AGREEMENT TERMS AND CONDITIONS

- A. Term and Termination:
 - a. This Agreement shall become effective as of the Effective Date and shall continue in effect until June 30, 2025; or unless sooner terminated as hereinafter provided.
 - b. This Agreement will be reviewed annually by the appropriate parties at CCA and the College; and will be renewed automatically for a one-year term until superseded by a new Agreement or sooner terminated as hereinafter provided.
 - c. Either Party may terminate this Agreement for any reason by providing the other Party with ninety (90) days' written notice of its intention to terminate.
 - d. If this Agreement is terminated as described above, and only if CCA is not in default as defined below, Montco will take all reasonable steps to ensure completion of any courses in-progress. Montco may ensure the completion of in-progress courses by providing such courses in on-site, online, and/or hybrid modalities. If this Agreement is terminated as described above, Montco will not offer or begin any new courses.
- B. Default: The following events shall be considered "events of default":



- a. The failure of CCA to pay tuition or any other sum payable to Montco within thirty (30) days after the same shall become due and payable; or
 - b. The failure to perform, violation, or breach by either Party of any of the terms or conditions hereof.
- C. Effect of Event of Default: In the event of an "event of default" as defined above, the Party shall give the defaulting Party written notice of such default and, if the defaulting Party does not cure any such default within ten working (10) days after the giving of such notice (or if such default is of such a nature that it cannot be completely cured within the ten working (10) day period and the defaulting Party does not commence such curing within five (5) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then the Party may terminate this Agreement on an additional five working (5) days written notice to the defaulting Party.
- D. Indemnification: Each party shall indemnify, defend, and hold the other party, its affiliates and their respective trustees, governors, directors, officers, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and character (including, without limitation, reasonable attorney fees court costs, and expert witness fees) suffered or incurred by, or asserted or imposed against the party seeking indemnification (or its Indemnified Parties) to the extent resulting from, connected with, or arising out of any negligent or wrongful act or omission by the indemnifying party (or its Indemnified Parties).
- E. Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this MOU. This paragraph shall be without prejudice to the prosecution of any claims which any of the parties may have against each other and shall not require cooperation in the event of such claims.
- F. Force Majeure: In the event a Party's failure to perform any obligation under this Agreement shall be due to a Force Majeure such Party shall not be considered in default of such performance. In the event a Force Majeure renders the continued performance of this Agreement unfeasible, this Agreement shall be null and void, and the Parties shall have no further obligations under this Agreement. In addition, no Party shall be relieved of liability for failure of performance to the extent such failure shall be caused by it, due to causes arising out of its negligence or due to normal or remedial causes which it fails to remove to remedy within a reasonable period of time. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall give prompt notice of such fact to the other Party and shall exercise due diligence to remove such inability within a reasonable time period. Unless the Force Majeure renders the Agreement unfeasible, during the Party's inability to perform by reason of a Force Majeure, the other party's obligations under this Agreement shall be suspended. As soon as the party declaring Force Majeure is able to resume performance of its obligations, the Party shall give prompt notice to the other Party. A Force Majeure shall mean any event or circumstance beyond the control of and not the result of the negligence of, or caused by, a Party, including but not limited to failure or threat of failure of facilities, landslides, lightning, earthquake, storm, hurricane, flood, tornado, or other acts of God, fire or explosions,



transportation accidents, epidemic, pandemic, sabotage, riot, war, acts of public enemy and civil disturbance or disobedience, strike, lockout, work stoppages, and other industrial disturbances or disputes, or restraint by court order or other governmental authority.

- G. At all times during the term of this MOU, each Party shall maintain at its own expense liability insurance in an amount adequate to protect against any liability that may arise from the services provided under this MOU. Each Party shall also carry the statutorily required amounts of workers' compensation insurance at its own expense.
- H. Amendments. This MOU may be amended only in a writing signed by both Parties. No oral representations, warranty, condition, or arrangement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement in the form of a written amendment.
- I. Non-Assumption of Liabilities. Nothing contained herein shall be construed as, nor shall any provision herein constitute, an assumption by either Party of the liabilities of the other.
- J. Nondiscrimination. The Parties shall not unlawfully discriminate on the basis of a student's race, nationality, ethnicity, religion, gender, disability, or any other basis protected by state, federal, or applicable local law, regulation, or ordinance. Montco shall ensure that students with disabilities have equal opportunity to participate in the Program in compliance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act and the Pennsylvania Fair Educational Opportunities Act.
- K. Compliance with Laws regarding Education Records. The Parties shall comply with all applicable federal and state laws regarding the confidentiality of students' educational records including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, its implementing regulations (34 C.F.R. Part 99), and Title 22 of the Pennsylvania Code §§ 12.31-12.33.
- L. Exclusivity. This MOU is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement. This Agreement is not exclusive.
- M. Authority. The parties executing this MOU represent and warrant to each other that they have the full right, power, capacity, and authority to execute and deliver this MOU, and that they have duly and properly performed all acts required to authorize them to carry out this MOU and the transactions contemplated by it.
- N. No Waiver. The failure of any Party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other Party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.
- O. Notice: Except as otherwise provided in this Agreement, all notices and other communications, which are to be given under this Agreement, shall be in writing and shall be sent by hand delivery, courier (including overnight delivery service such as FedEx or UPS), registered or certified mail, in all cases fees and postage prepaid, addressed to the Party to receive the notice or communication at the address identified above for such Party or such other address as such Party shall designate by notice to the other. All notices shall be addressed as follows:



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Montgomery County Community College

Attn: Qadim Ghani
Vice President of Finance
340 Dekalb Pike Blue Bell, PA 19422

Commonwealth Charter Academy

Attn: Stephanie McHugh
Senior VP
1 Innovation Way Harrisburg, PA 17110

a) **Data Privacy & Security**

- b) Data Privacy. Each party shall maintain and comply with appropriate administrative, physical, and technical safeguards designed to (i) protect the other party's data and information, including Personal Information (defined below), shared in connection with providing products and services under this Agreement (collectively, "Customer Data") against accidental or unauthorized disclosure, access, acquisition, alteration, destruction, loss, or use, and (ii) provide a level of security appropriate to the risk represented by the processing and nature of the information to be protected. Each party shall have in place, and comply with, internal security and privacy policies and procedures designed to protect the security, confidentiality, and integrity of all Customer Data ("Organizational Measures"). Each party represents and warrants that it shall use at least the same degree of care that it employs with respect to its own proprietary or confidential information, but in no event less than a commercially reasonable degree of care, to avoid accidental or unauthorized disclosure, access, acquisition, alteration, destruction, loss, or use of Customer Data, including Personal Information (as defined below). Each party represents and warrants it will contractually obligate its sub-processors and subcontractors that have access to Customer Data to implement data protection and security measures that are substantially similar and at least as protective as the Organizational Measures provided in this Section.
- c) Personal Information. To the extent that the Customer Data contains "personal information" (or equivalent term or phrase as defined by applicable law) of an individual ("Personal Information"), each party is specifically prohibited from (i) using or processing the Personal Information for any purpose other than for the products or services provided under this Agreement; (ii) selling or sharing Personal Information with third parties; and (iii) re-identifying any Personal Information that has been de-identified. The recipient shall, to the extent required by law, honor any access or deletion request for Personal Information it receives and maintain reasonable security practices. Each party understands these requirements and will comply with them.
- d) Security Incident. The party in receipt of Customer Data ("Recipient") shall promptly notify the party that disclosed the Customer Data to the Recipient ("Discloser"), but in no event more than 72 hours, after learning of actual or reasonably likely accidental or unauthorized disclosure, access, acquisition, alteration, destruction, loss, or use of Montco's Customer Data ("Security Incident"). In addition, the Recipient shall, at the Recipient's own cost and expense, promptly provide reasonable information about the Security Incident to the Discloser, reasonably cooperate in the Discloser's investigation of and response to such Security Incident and take steps to prevent a recurrence of any such Security Incident. Each party agrees that in the event



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of a Security Incident impacting the Discloser, the parties shall mutually determine (i) whether notice is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or in its discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

- e) Data Retention; Data Return. The Partner School shall only retain Montco Customer Data until the shorter of: (i) as long as the Customer Data is necessary for provision of the Services under this Agreement; or (ii) as required by applicable law or regulations. At Montco's election, made by written notice to the Partner School, the Partner School shall as soon as reasonably practicable: (i) return a complete copy of all Montco Customer Data under CCA's control to Montco in such format and manner requested by Montco; and (ii) delete all other copies or originals on all types of electronic media or in physical form of Customer Data, except to the extent CCA is required or authorized to retain such Customer Data pursuant to applicable law. In such cases, the confidentiality obligations and use restrictions in this Agreement shall continue to apply to such Customer Data, and including Personal Information, and/or copies so retained.
- f) Liability. In addition to any other remedies available to Montco under the Agreement, law or equity, the Partner School will reimburse Montco in full for all costs incurred by Montco in investigation and remediation of any Security Incident caused in whole or in part by the Partner School or the Partner School's agent, representative, or subcontractor, including providing notification to individuals whose Personal Information was subject to the Security Incident and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personal Information exposed during the Security Incident could be used to commit financial identity theft; and the payment of legal fees, audit costs, forensic investigation fees, fines, and other fees imposed against Montco as a result of the Security Incident.

2) License

- a) In General. Each Party grants to the other Party a nonexclusive, non-transferable, non-sublicensable, and revocable license to use certain "Company Trademarks" owned by the Parties solely in connection with this Agreement. "Company Trademarks" shall mean each Party's trade names, marks, and logos specified in Exhibit D hereto; provided, however, that each Party, in its sole discretion from time to time, may change the appearance and/or style of the Company Trademarks or add or subtract from the list in Exhibit C, provided that, unless required earlier by a court order or to avoid potential infringement liability, each Party shall have 30 days' notice to implement any such changes.
- b) Company Trademarks are owned solely and exclusively by the respective Party.
- c) Except as set forth herein, each Party has no rights, title, or interest in or to the other Party's Trademarks.
- d) Usage. The Parties acknowledge and agree that Company Trademarks will be used solely in the manner specified by the respective Party. The Parties further acknowledge and agree that the presentation and image of Company Trademarks should be uniform and consistent with respect to all services, activities, and products associated with Company Trademarks.
- e) All proprietary ideas, methods, materials, information, manuals, templates, designs, processes,



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diagrams, computer programs, reports, documentation, and other proprietary or protectable matters ("Materials") which Montco or its personnel create before or while providing the Program are and shall remain the sole property of Montco. In no event shall any of the Materials be considered a "work made for hire."

3) **Choice of Law and Venue.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, irrespective of any conflict of law provisions. Any action brought under this Agreement will be brought in the United States District Court for the Eastern District of Pennsylvania or, in the alternative, in the Court of Common Pleas of Montgomery County, Pennsylvania.

4) **General Provisions**

- a) Neither Party shall have the right to assign this Agreement without the prior written consent of the other Party.
- b) This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be binding upon any of the Parties hereto unless made in writing and signed by the Parties.
- c) Each Party represents and warrants to the other Party that the person signing this Agreement has the full authority to do so.



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IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed by an authorized representative as of the effective date set forth above.

Montgomery County Community College

Signed by:

Chae Sweet

11/25/2024

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Chae Sweet, Ed.D.

Date

Vice President of Academic Affairs and Provost

Commonwealth Charter Academy

[Signature]

11/13/24

Tom Longenecker

Date

President and Chief Executive Officer



EXHIBIT A

Pricing and Billing Included in This Agreement

Pricing:

Dual enrollment students actively enrolled in the Partner School will be billed the prevailing Dual Enrollment Rate. CCA will be responsible for payment for the terms in which its students participate in one or more dual enrollment courses if they proceed in the course after Montco's add/drop date, even if a student leaves the course by choice or due to dismissal before the end of a given term.

Billing:

- Option 2: CCA has agreed to third party billing for students at the prevailing Dual Enrollment rate found at [MC3.edu/tuition](https://mc3.edu/tuition). CCA is expected to submit the names of students to be covered through third party billing. Upon execution of this agreement, CCA will connect with Third Party Billing to secure all necessary information and review the invoice process.

District Billing Contact Information:

Commonwealth Charter Academy
Stephanie A. McHugh
Senior VP
1 Innovation Way
Harrisburg, PA 17110

Montgomery County Community College:
Student Accounting Administrator
340 DeKalb Pike
Blue Bell, PA 19422
215-641-6546
thirdpartybilling@mc3.edu



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EXHIBIT B

Courses and Locations Included in This Agreement

Eligible students are permitted to take courses at the following locations:

- Blue Bell Campus, 340 Dekalb Pike, Blue Bell, PA 19422
- Pottstown Campus, 101 College Drive, Pottstown, PA 19464
- Online Campus



EXHIBIT C

Dual Enrollment Degree Acceleration Program

The purpose of the Dual Enrollment Degree Acceleration Model is to provide high school students with the opportunity to complete at least 30 credits of their associate degree in their junior and senior years, completing their degree at Montco within a year of high school graduation, and accelerating their path to transfer or to career. Graduating high school with half of an associate degree complete accelerates student pathways to transfer and careers.

Partner Levels: The below information pertains to the Degree Acceleration Program and the plan for students from the partner school to take a cohesive sequence of courses through dual enrollment.

Established partners will join at the Bronze Level for the 2024/2025 academic year unless other agreements have been made.

Plan Adopted by the school district:	Additional Benefits:	Financial Support:
Silver Level	none	none

Diamond Level: Diamond Level Partners have an established pathway for students to achieve 30 or more credits while in high school. Students may only take courses at the Blue Bell, Pottstown or Online Campus, not at the Partner High School.

Platinum Level: Platinum Level Partners follow an established pathway for students to achieve 30 or more credits while in high school. There is a clear plan for transportation, scheduling, or dedicated time for students to complete online courses during the school day. Students take no more than 6 courses (18 credits) at their high school.

Gold Level: Gold Level Partners follow an established pathway for students to take up to 24 credits while in high school, with no more than 4 courses (12 credits) earned at their high school. Gold partners may add up to **two** additional courses at the high school to reach Platinum-level partnership.

Silver Level: Silver Level Partners follow an established pathway with a clear plan for students to reach 21 credits while in high school. Students may take no more than 3 courses (9 credits) at their high school. Silver Partners may add **one** new course at the high school to reach Gold-level partnership.

Bronze Level: The partner school intends for dual enrollment students to earn 12-15 credits through dual enrollment in a mixed modality, mainly at the high school. Only currently established DE Partners may participate at the Bronze level.



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EXHIBIT D

Company Trademarks



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DUAL ENROLLMENT





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EXHIBIT E

Dual Enrollment Contacts

Name	Role	Organization	Phone Number	Email Address
General Inquiries	Dual Enrollment Information	Montgomery County Community College		DualEnrollment@MC3.edu MC3.edu/DE
Christine Morris	Program Manager of Educational Partnerships	Montgomery County Community College	610-718-1802	Cmorris@mc3.edu
Shannon Harley	Program Coordinator of High School Programs and Educational Partnerships	Montgomery County Community College		SHarley@MC3.edu
Alison Ritter	Program Coordinator of High School Programs and Educational Partnerships	Montgomery County Community College		ARitter@MC3.edu

Concurrent Enrollment Agreement

This Agreement is entered into by and between Commonwealth Charter Academy (hereinafter referred to as "CCA") and West Chester University of Pennsylvania (hereinafter referred to as the "University"). This Agreement sets out the terms and conditions of the Concurrent Enrollment program (hereinafter "Concurrent Enrollment Program") and the Teacher Education Pipeline Program (herein after "PRIZE Program") offered by these two institutions in accordance with Article XVI-B of the Public School Code, with both programs together hereinafter referred to as "Program."

The University's Concurrent Enrollment Program is the same as its dual enrollment program. Its purpose is to provide qualified high school students with access to certain credit-bearing University courses at a discounted tuition rate.

The University's PRIZE program's purpose is to provide a pathway to the University's teacher education programs for qualified high school students. The program includes early exposure to teaching as a profession, dual enrollment opportunities, and guaranteed admission to one of the University's education programs if all required conditions are met.

The University and CCA do hereby agree to the following:

I. Student Eligibility.

A. CCA shall ensure that students meet all of the following criteria for both Programs:

- i. The student is a high school junior or senior.
- ii. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by CCA. CCA will determine satisfactory progress based on credits earned.
- iii. The student must demonstrate readiness for college-level coursework in the intended subject area of study and must be able to work independently.
- iv. Students must meet all University non-degree admissions and eligibility requirements, including an overall minimum GPA of 2.8.
- v. Students must obtain written permission from student's parent(s) or legal guardian(s) to participate.
- vi. The student must not be engaged in the academic escalation or Multi-tiered System of Support (MTSS warning and intervention) process and must be making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by CCA.
- vii. Students must complete one semester of non-credit or credit certificate programs with CCA prior to enrollment. CCA requires newly enrolling learners to acclimate to CCA platforms before adding partnership

courses/programs/platforms to their schedules.

- viii. Students will be required to apply online to the University's non-degree program.
- ix. If the student does not meet the requirements above, the request to participate will be reviewed on a case-by-case basis, considering actual GPA, student readiness for college-level work, and other relevant factors as determined by the University in collaboration with CCA. Criteria above may be waived upon agreement between the University and CCA.

B. Specific to the PRIZE Program only and in addition to Student Program Eligibility:

- i. The student is interested in preparing to enter the teaching profession and is active in CCA's Early Exposure Education Pathway Program.
- ii. The PRIZE student must maintain a minimum grade of "C" in the Prize Program course.
- iii. For all participating students, CCA shall notify the University if a student does not maintain a grade point average of 2.8 and the request to participate will be reviewed on a case-by-case basis, considering actual GPA, student readiness for college-level work, and other relevant factors as determined by the University in collaboration with CCA. Criteria above may be waived upon agreement between the University and CCA.

II. Student Exposure.

A. Applicable to both Programs:

- i. CCA will provide informational materials to learners to inform them of all opportunities in dual/concurrent enrollment with the University, in conjunction with all dual enrollment efforts with all other CCA partners.

B. Specific to the PRIZE Program:

- i. CCA will develop an Early Exposure Education Pathway Program that provides early exposure to teaching as a profession for its students.
- ii. The University will develop optional exposure and engagement pathways for CCA students during their junior and/or senior years of high school, including PRIZE Program courses, education career awareness events, a summer experience at the University, and an outline of the requirements for guaranteed admissions into an education degree program at the University.
 - 1. Education Career Awareness Events: The University will provide virtual and/or events related to majoring in Education. Possible events include Education Day at the University with peer panels.
 - 2. The University will provide a one-week, on-campus summer

experience at the University for rising seniors who are enrolled in EDT 349.

III. Courses Offered.

A. The following criteria apply to all courses offered by both Programs:

- i. The courses are non-remedial.
- ii. The courses, as offered to Program students, are identical to those offered when Program 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 Program 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 or emailed from CCA 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 CCA.
- v. The University courses are open to a limited number of students who meet the selection requirements. Students who successfully complete the course satisfy CCA's criteria for credit toward applicable graduation requirements as well as earn University credit. The determination of the courses to be offered is at the discretion of the University in consultation with CCA.
- vi. The University course list will be finalized 30 days prior to the start of the semester and the courses offered will be shared with CCA electronically.

B. Specific to the Concurrent Enrollment Program:

- i. The course must be offered in a core academic subject as defined by the No Child Left Behind Act of 2001.

C. Specific to the Prize Program:

- i. Students may select one (1) 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), EDT 349 (1 credit), HPE 186 (3 credits), MUE 220 (3 credits), and MAT 101 (3 credits). Other University courses may be considered by the parties with the College of Education and Social Work's Dean's approval. Some classes may require an interview with the professor prior to admission.

IV. Program Details.

A. Applicable to both Programs:

- i. Program and courses will be governed by the academic policies of the University.
- ii. Delivery method/location: Courses may be offered synchronously online, asynchronously online, in a blended format, or in-person at the University's campuses. Courses may be offered only to Program students and/or blended enrollment with the University's degree-seeking students.
- iii. Instructors: TBD.
- iv. Secondary credits/graduation requirement equivalent: Determined by CCA.
- v. Students are responsible for their own transportation and technology.
- vi. 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.
- vii. All non-degree students must comply with University policies, including academic guidelines, requirements for attendance, course withdrawal procedures, and class and the University's Student Code of Conduct. All students are required to remain in Good Academic Standing while at West Chester University.
- viii. It is the responsibility of the student to activate their RamPortal 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.** CCA shall clearly communicate all of section IV provisions to each concurrently enrolled student.

B. Specific to the Concurrent Enrollment Program:

- i. College credits: Determined by course.
- ii. Enrollment: A typical Concurrent Enrollment course that is only offered to Concurrent Enrollment students enrolls 15-35 concurrent enrollment students. However, at the discretion of the University, the course may be offered when enrollment is fewer than 15 concurrent enrollment students.

C. Specific to the PRIZE Program:

- i. College credits: A student may take 1-3 credits per semester and up to seven (7) credits during the course of the Prize Program (teacher education program dependent).
- ii. Number of PRIZE Program students to be enrolled in these courses: 1-5 students per course, as space allows and at the discretion of the University. PRIZE Program 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.
- iii. Requirements for Guaranteed Admissions into a Teacher Education degree program at the University are as follows:
 1. Completion of CCA's Early Exposure Education Pathway Program or with the College of Education and Social Work Dean's approval.
 2. Successful completion of at least one (1) education PRIZE Program course with a minimum grade of "C" in each education PRIZE Program course.

3. Complete the Summer Experience at the University if offered before admissions year.
4. Attend at least one Education Career Awareness Event offered by the University, which can include informational sessions with CCA.
5. Have a minimum 3.0 high school GPA when applying for admission.
6. Graduate from CCA with at least a 3.0 high school GPA. Students who graduate from CCA with less than a 3.0 high school GPA will be reviewed on a case-by-case basis by the University.
7. Students must complete the University admissions process for first-year students, including submission of all official high school transcripts.
8. The admissions application fee will be reimbursed if the student matriculates at the University.
9. Housing will be guaranteed for the first year provided that the students submit the housing application and required deposit by the May 1 deadline.
10. Students will be provided with information and advice to assist with financial aid processes and available resources to include scholarships.

V. Enrollment and Cost.

A. Applicable to both Programs:

- i. CCA 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. CCA will ensure that students complete the enrollment form, which is available on the website of the University Registrar.
- ii. Cost and minimum enrollment will be reviewed at the time of the annual renewal of the agreement to consider any necessary changes. The cost per student shall only be modified in writing with the same formality as the original Agreement. Program students are exempt from the University application fee. Students must meet the admission criteria established by the University.
- iii. Non-degree students are not eligible to receive Financial Aid.
- iv. The University shall invoice CCA after the finalization of enrollment and student account reports. The invoice shall provide CCA with the name of each student and the course(s) in which the student was enrolled. CCA will pay any undisputed invoice within 30 days of receipt. Should CCA seek additional information or question any charges on an invoice, the 30 days for payment shall begin from the date of receipt of the information or clarification/correction of the charges on the invoice.
- v. CCA will pay the University the fees and costs set forth in the Addendum to this Agreement. Any additional costs for learning materials (fees, books, supplies, tools, certification exams, and all other fees and costs necessary

for the student's enrollment and participation in the course) will be included in invoicing from the University to CCA. CCA learners and families will not receive a bill, invoice, or request for payment. CCA payments to the University are non-refundable. No additional costs will be charged unless agreed to in writing by both parties.

- vi. The University will not bill CCA students for any fees or costs that are charged directly to CCA pursuant to this Agreement, or for any other fees or costs that are not charged to other individuals enrolling at the University. Should the University determine that additional fees or costs not agreed to herein are necessary for a student's enrollment or participation in the course, the University will contact CCA prior to seeking payment or proceeding with the student's enrollment.
- vii. CCA will ensure that students complete the enrollment form, which is available on the website of the University's Registrar.

VI. Student Credit.

A. Applicable to both Programs:

- i. In order to successfully complete a course under the terms of this Agreement, students must earn a minimum grade of "C". CCA 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.
- ii. 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 Program 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.
- iii. 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. In order to participate in either Program under this Agreement, each student shall sign a release allowing WCU to report the grade and student attendance to CCA. For more information on this Act, see the WCU Family Education Rights and Privacy Act (FERPA)

policy.

B. Specific to the Concurrent Enrollment Program:

- i. Undergraduate non-degree students have an overall non-degree career credit limit of 24 credits. Of those 24 credits, no more than 18 credits may be earned during a Fall or Spring semester, and no more than 7 credits may be earned during a Summer or Winter term.

C. Specific to the Prize Program:

- i. As stated in Section IV, a student may take 1-3 credits per semester and up to seven (7) credits over the course of the Prize Program.

VII. Faculty/Instructors.

A. Applicable to both Programs:

- i. 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 (v) proof of medical insurance coverage.
- ii. University instructors shall not be considered or treated as employees or independent contractors of CCA by virtue of their involvement with the Program.
- iii. In the event that a student with an I.E.P. or Section 504 plan participates in Program courses, CCA staff and the University's Office of Educational Accessibility will coordinate necessary accommodations.
 1. In order to access the University's services, students who have a documented disability will need to have their documents (IEP, 504 plan, medical documentation) submitted to the University and complete accommodation request protocols.
 2. If interested in receiving services, the student is responsible for initiating accessibility services.
- iv. Instructors for each course shall keep attendance records of student attendance and share them with CCA on a weekly basis.

VIII. Mutual Terms and Conditions.

- A. 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 renew automatically for additional one-

year terms, up to a maximum total term of five years, unless terminated in accordance with the terms contained herein.

- B. CCA, 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.
- C. 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:
 - i. All data shared with CCA is considered confidential and cannot be disclosed or re-disclosed with any other third party, except as provided below.
 - ii. CCA and University may exchange information on the student.
 - iii. Information on the student should only be shared within CCA 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.
 - iv. 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 CCA.
 - v. 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.
 - vi. For all other sharing purposes not described herein, the University will require students to sign a specific FERPA release.
 - vii. The University further agrees to keep confidential any proprietary information shared with it by CCA. In order for the University to identify CCA's confidential and proprietary information, CCA shall clearly mark and identify all confidential and proprietary information before that information is shared with the University. CCA's identified confidential and proprietary information shall be determined by CCA in accordance with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq. definition of proprietary and confidential information. CCA understands that the University is subject to the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq. CCA agrees that it will, when requested by the University, cooperate with the University in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate CCA to create any record other than the written report.

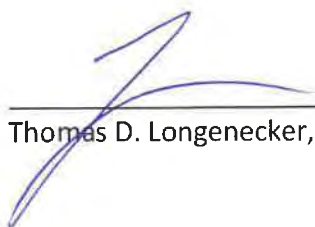
- D. CCA and University agree not to unlawfully discriminate on the basis of race, nationality, ethnicity, religion, gender, age, or disability in any undertaking pursuant to this agreement.
- E. CCA understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. 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.
- F. Either party may terminate this Agreement for any reason with ninety (90) days written notice. Either party may immediately terminate this Agreement in the event of substantial breach. Should CCA 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.
- G. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- H. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- I. 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.
- J. This agreement is not a third-party beneficiary contract and confers no rights upon any students or employees of the parties.
- K. 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.
- L. Binding Signatures. The parties warrant and represent that the individuals signing this Agreement are authorized to bind the University and CCA to the terms and conditions contained in this Agreement. 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.

- M. 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. This Agreement supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.

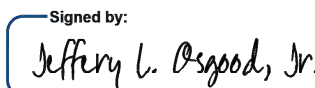
SIGNATURE PAGE TO FOLLOW

For Commonwealth Charter Academy:

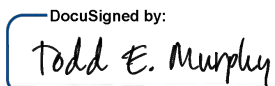

Thomas D. Longenecker, President & CEO

2/12/2025
Date

For West Chester University:

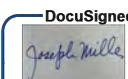
Signed by:

BF394C3BEB414E7...
Jeffery L. Osgood, Jr., PhD
Executive Vice President and Provost Interim

3/4/2025
Date

DocuSigned by:

4EA03577518F4FD...
Todd E. Murphy
Vice President for Finance
and Administration

3/5/2025
Date

Approved as to form and legality:

DocuSigned by:

228D708648FD48B...
University Legal Counsel

3/6/2025
Date

ADDENDUM

The purpose of this addendum is to list current courses offered by each Program and to specify the cost of each Program. The parties agree to review the addendum on an annual basis. Any changes will be agreed to in writing by both parties.

I. COURSES

A. Concurrent Enrollment Program:

Fall 2024

In-person at the WCU Graduate Center:

ANT 102. Introduction to Cultural Anthropology. 3 credits.

Asynchronous online:

HIS 100. Contemporary Global History. 3 credits.

LAN 150. Lovely Accents: The World's Vocal Tapestry. 3 credits.

LIT 101. Contemporary Issues Through Literature. 3 credits.

PHI 100. Creating Meaning. 3 credits.

Spring 2025

In-person at the WCU Graduate Center:

SOC 100. Introduction to Sociology. 3 credits.

WRT 120. Effective Writing. 3 credits.

Synchronous online:

NTD 200. Nutrition and Culture. 3 credits.

Asynchronous online:

HIS 100. Contemporary Global History. 3 credits.

LAN 150. Lovely Accents: The World's Vocal Tapestry. 3 credits.

LIT 101. Contemporary Issues Through Literature. 3 credits.

PHI 100. Creating Meaning. 3 credits.

B. PRIZE Program

Students may select one (1) of the following courses each semester, based on the preparation program of interest. Other University courses may be considered by the parties with the College of Education and Social Work's Dean's approval. Some classes may require an interview with the professor prior to admission.

SED 100. An Exploration of Secondary Education. 3 credits.

For Prospective Candidates (hereafter "PCs") interested in Secondary

Education.

Typically offered in Fall & Spring.

EDA 103. Foundations of Special Education. 3 credits.

For PCs interested in Education, not HPE.

Typically offered in Fall, Spring, & Summer.

EGP 209. Child Development: Prebirth - 5 Years. 3 credits.

For PCs interested in Early Grades Education.

Typically offered in Fall & Spring.

EDT 349. Technology Tools to Transform Teaching and Learning. 1 credit.

For PCs interested in Education.

Typically offered in Fall & Spring.

HPE 186. Motor Development and Motor Learning. 3 credits.

For PCs interested in Health and Physical Education.

Typically offered in Fall.

MUE 220. Music for Diverse Learners. 3 credits.

For PCs interested in Music Education.

Typically offered in Fall & Spring (successful audition required).

MAT 101. Mathematics for Teachers I. 3 credits.

For PCs interested in Early and Middle Grades Education.

Typically offered in Fall & Spring.

II. TUITION & COSTS

A. Concurrent Enrollment Program:

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.**

B. PRIZE Program:

The PRIZE 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 (15) students (including University matriculating students).

Dual Credit Agreement
between Pennsylvania Highlands Community College and
Commonwealth Charter Academy (CCA)

The purpose of this agreement is to outline the terms and conditions upon which courses will be offered as part of the Dual Credit Programming through Pennsylvania Highlands Community College (PHCC) for students enrolled at the Commonwealth Charter Academy (CCA). The purpose of this offering is to allow high school students to take college-level courses and receive both college credit and high school credit towards graduation.

Programs in which the school district is participating include(s):
Accelerate College Education (ACE) (CCA Instruction)
Pennsylvania Highlands Community College Academy Pathway
Early College Option (PHCC Instruction)

Principles of Agreement

1. Under this agreement, Pennsylvania Highlands Community College, will make available college-level courses to CCA students. A list of approved courses will be provided each year as an addendum to this agreement.
2. The CCA Vice Provost of Career Readiness in collaboration with HS administration shall be the chief administrator of policies and procedures for dual credit students attending classes located at CCA.
3. The Pennsylvania Highlands Community College *Office of School Partnerships* shall be the chief administrator of policies and procedures for dual credit students attending classes at the College.
4. All dual credit high school students shall be entitled to use college facilities and services. Dual credit students shall be governed by all CCA and College policies as they affect any student of CCA and the College. Notification of violation of said policies will be communicated as appropriate to CCA and College officials. This includes, but is not limited to, Code of Conduct Violations and instances of expulsion or suspension.
5. Students completing the registration and payment process for college dual credit courses must successfully complete all course requirements for college credits to be awarded.
6. Pursuant to the College's tuition and fees schedule approved by the Board of Trustees, students will be charged a reduced, per credit charge for tuition for those courses taught within the CCA by CCA-hired faculty. Tuition and fee schedules are approved annually

during the preceding academic year and are published on the College's website. CCA agrees to pay the tuition and fees; the College will bill CCA on a semester basis.

7. The College reserves the right to review and approve the textbooks used in dual credit courses. The provision of all dual credit course textbooks is the responsibility of CCA. Textbooks for Penn Highlands-offered courses will be billed directly to CCA for approved students.
8. College-level courses offered through the Dual Credit Agreement at CCA must be taught by an approved faculty member employed by CCA. The approval of instructional faculty for all College courses covered by this agreement will be the responsibility of the College. CCA may recommend qualified teachers who are interested in teaching in the dual credit program to the College for consideration. CCA is responsible for notifying the College should an approved teacher become unable to teach the course.
9. Dual credit course faculty must meet at least the minimum credential requirements set forth by the College's current collective bargaining agreement. Such credentialing will be reviewed annually by the College and at the time when new courses are considered.
10. High school staff who are teaching a high school course during the regular school day in which the College is offering credit to dual credit students will not receive any additional compensation outside of the teachers' contract with CCA.
11. Both CCA and the College agree to adhere to the regulations set forth by the Family Education Rights and Privacy Act of 1974 (Buckley Amendment) which mandates that once a student enrolls in postsecondary education, the sole ownership of the education record transitions to the student. Personally-identifiable information contained within the student record can be shared with parent/guardian and/or CCA officials pending appropriate signed release documents provided by both CCA and the College.
12. Students desiring to enroll in courses taught on the college campus, either physically, virtually, or asynchronously online, by the college faculty as part of the Early College Option or Associate in High School Program must meet enrollment deadlines and course pre-requisites. These courses are full college credit price.

Responsibilities of Parties

Approved Dual Credit Faculty:

1. Dual Credit Faculty will be expected to conform to College policies for the dual credit courses they teach including, but not limited to, preparing/distributing approved course syllabi, verifying class rosters, submitting assessment, and providing final grades at the end of the semester.
2. Prior to teaching any approved course, dual credit faculty will be required to complete a new course orientation, available in an online format, as required by NACEP accreditation.

3. All faculty teaching a dual credit course will be required to attend an annual discipline meeting available in both in-person and online formats, as required by NACEP accreditation.
4. All dual credit courses offered at CCA will receive a site visit according to the schedule set forth by the Office of School Partnerships. This review will not include an assessment or evaluation of faculty but will include a review of course rigor, applicability to college level learning methodologies, and student learning outcomes and success, as required by NACEP accreditation. Scheduling of the site visit will be coordinated between the College's liaison and the dual credit faculty member.

Students:

1. In order to be eligible to participate in Dual Credit Programming, high school students must have permission of their parent or guardian to participate, be recommended by CCA school officials, to cross register and meet course prerequisites.
2. For students to be enrolled in dual credit courses they must have the approval of the College and CCA and meet the eligibility requirements as set by the College for the selected program.
3. Students are responsible for completing the appropriate College application, completing any applicable required placement testing, and registering for courses.

College Administrative Responsibilities:

1. At the conclusion of each college academic term, the student will receive a college grade for each course in which he/she was registered and such grades will become part of the student's permanent college record.
2. A record will be maintained by the College for each student in the Dual Credit Program as a part of the permanent college record maintained by the College's Registrar's office. The College will send transcripts to colleges/universities upon a student's request.
3. The College will provide course rosters to instructors when official rosters become available.
4. The College will provide key dates to school districts and instructors for application, registration, required trainings, and other required administrative duties, such as grade entry and roster verification.

CCA Administrative Responsibilities:

1. CCA will verify enrollments in each class section, and instructors will report grades to the College within a prescribed period of time, according to mutually agreed-upon procedures.
2. In accordance with NACEP guidelines, the College will provide services to all students enrolled in the College's Dual Credit Programming. These services may include but are not

limited to academic advising, assessment, career exploration, courses selection guidance, and degree completion and transfer options. CCA agrees to grant access to the College's admissions and advising staff for this purpose. This access will be scheduled by the College Admissions Office through the CCA officials as appropriate.

3. CCA will pay the College the fees and costs set forth in the Addendum. Any additional costs, academic fees (fees necessary for the student's enrollment and participation in the course, inclusive of e-book fees) will be included in invoicing from the College to CCA. CCA learners and families will not receive a bill, invoice, or request for payment. CCA will receive separate invoicing which shall include any additional cost for learning materials (textbooks not included and necessary for the student's enrollment and participation in the course). This amount is non-refundable. No additional costs will be charged unless agreed to in writing by both parties.
4. CCA students who enroll in College courses outside of CCA's internal approval are subject to CCA's and College's academic and financial policies.

This agreement will be in effect as of the date of its signing, however, the agreement may be renewed with the written consent of both institutions. Either institution may terminate this agreement by written notice of at least six (6) weeks in advance of the effective date of termination. Should this agreement be terminated, it is understood that the termination will not apply to students already accepted to Pennsylvania Highlands Community College under terms of this agreement, and currently enrolled in classes at Pennsylvania Highlands Community College.

For Pennsylvania Highlands Community College:

For CCA:

Cyuthia Doherty

2024-04-22

Vice President of Academic Affairs

Date

President & CEO

Date

Kay-Leigh Malzi

2024-04-22

Associate Dean of Academic Affairs

Date

Vice Provost K-12 Career Readiness

Date



Signature Certificate

Reference number: WCNRU-XDG98-F6DNH-XCFJR

Signer

Timestamp

Signature

Cynthia Doherty

Email: cdoherty@pennhighlands.edu

Sent:

22 Apr 2024 16:58:09 UTC

Viewed:

22 Apr 2024 17:49:01 UTC

Signed:

22 Apr 2024 17:49:19 UTC

Cynthia Doherty

Recipient Verification:

✓ Email verified

22 Apr 2024 17:49:01 UTC

IP address: 198.137.161.2

Location: Johnstown, United States

Kay-Leigh Malzi

Email: kmalzi@pennhighlands.edu

Sent:

22 Apr 2024 16:58:09 UTC

Viewed:

22 Apr 2024 21:19:18 UTC

Signed:

22 Apr 2024 21:19:35 UTC

Kay-Leigh Malzi

Recipient Verification:

✓ Email verified

22 Apr 2024 21:19:18 UTC

IP address: 174.198.3.209

Location: Philadelphia, United States

Document completed by all parties on:

22 Apr 2024 21:19:35 UTC

Page 1 of 1



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Board Affirmation Statement

The purpose of this document is for the President of the governing board to affirm that the annual report information is accurate.

Charter Annual Report Affirmation

I verify that all information and records in this charter school annual report are complete and accurate.

Affirmed on this 28th day of July, 20 25

By: [Signature] (Signature of Board President)

Jeffrey E. Piccola (Print Name)

Commonwealth Charter Academy Charter School Board of Trustees

Charter School Law Affirmation

Pennsylvania's first Charter School Law was Act 22 of 1997, 24 P.S. § 17-1701-A et seq., which primarily became effective June 19, 1997, and has subsequently been amended.

The Charter School Law provides for the powers, requirements, and establishment of charter schools. The Charter School Law was passed to provide opportunities to teachers, parents, pupils and community members to establish and maintain schools that operate independently from the existing school district structure as a method to accomplish all of the following: (1) improve pupil learning; (2) increase learning opportunities for all pupils; (3) encourage the use of different and innovative teaching methods; (4) create new professional opportunities for teachers; (5) provide parents and pupils with expanded choices in types of educational opportunities that are available within the public school system; and (6) hold charter schools accountable for meeting measurable academic standards and provide the school with a method to establish accountability systems.

The charter school assures that it will comply with the requirements of the Charter School Law and any provision of law from which the charter school has not been exempted, including Federal laws and regulations governing children with disabilities. The charter school also assures that it will comply with the policies, regulations and procedures of the Pennsylvania Department of Education (Department).

Additional information about charter schools is available on the Pennsylvania Department's website at: <http://www.education.state.pa.us>.

Affirmed on this 28th day of July, 2025

By: [Signature] (Signature of Board President)

Jeffrey E. Piccola (Print Name)

Commonwealth Charter Academy Charter School Board of Trustees

Ethics Act Affirmation

Pennsylvania's current Public Official and Employee Ethics Act (Ethics Act), Act 93 of 1998, Chapter 11, 65 Pa.C.S. § 1101 et seq., became effective December 14, 1998 and has subsequently been amended.

The Ethics Act provides that public office is a public trust and that any effort to realize personal financial gain through public office other than compensation provided by law is a violation of that trust. The Ethics Act was passed to strengthen the faith and confidence of the people of Pennsylvania in their government. The Pennsylvania State Ethics Commission (Commission) administers and enforces the provisions of the Ethics Acts and provides guidance regarding its requirements.

The regulations of the Commission set forth the procedures applicable to all proceedings before the Commission as well as for the administration of the Statement of Financial Interests filing requirements. See 51 Pa. Code § 11.1 et seq.

The charter school assures that it will comply with the requirements of the Ethics Act and with the policies, regulations and procedures of the Commission. Additional information about the Ethics Act is available on the Commission's website at: <http://www.ethics.state.pa.us>.

Affirmed on this 28th day of July, 2025

By:  (Signature of Board President)

Jeffrey E. Piccola (Print Name)

Commonwealth Charter Academy Charter School Board of Trustees

Charter Annual Background Check Affirmation

I certify that, as of this date, the above referenced LEA is in compliance with all applicable provisions of Sections 111 and 111.1 of the Public School Code of 1949.

Affirmed on this 28th day of July, 2025

By:  (Signature of Board President)

Jeffrey F. Piccola (Print Name)

Commonwealth Charter Academy Charter School Board of Trustees

Charter Annual Administrative Certification Affirmation

All public school principals, including charter and cyber charter school principals, are subject to the applicable certification requirements of the Public School Code (24 P.S. § 11-1109) as well as any Act 45 continuing education and Pennsylvania Inspired Leaders (PIL) requirements. In keeping with the intent of section 1109, any person who devotes half or more of their time to supervision or administration in a public school, without an identified principal, is serving as the "principal" of the school regardless of the locally titled position (i.e., school director, head teacher, etc.). Such individuals must hold a valid administrative certificate and comply with all applicable Act 45 and PIL requirements. In addition, the public school should properly identify the individual as a principal in PIMS/PERMS regardless of the local title utilized.

The Charter School assures that the Public School Code (24 P.S. § 11-1109) as well as any Act 45 continuing education and Pennsylvania Inspired Leaders (PIL) requirements are met as outlined above.

Affirmed on this 28th day of July, 2025

By: [Signature] (Signature of Board President)

Jeffrey E. Piccola (Print Name)

Commonwealth Charter Academy Charter School Board of Trustees

Identification of Students with Specific Learning Disabilities using Response to Intervention Assurance/Affirmation

If the Charter School has received approval from PDE to utilize a Response to Intervention method to identify students with Specific Learning Disabilities, the Charter School will assure implementation with fidelity for the duration of this plan.

Affirmed on this 28th day of July, 2025

By:  (Signature of Board President)

Jeffrey E. Piccola (Print Name)

Commonwealth Charter Academy Charter School Board of Trustees