

Commonwealth University of Pennsylvania
Memorandum of Understanding

THIS AGREEMENT is entered by and between Commonwealth University of Pennsylvania hereinafter referred to as “the University” and Spring Grove Area School District hereinafter referred to as “the District,” a public school district under the laws of the Commonwealth of Pennsylvania, “the Commonwealth.”

WITNESSETH:

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

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

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

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

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

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

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

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

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

1. Term. This Agreement shall be effective upon the review and approval of all the necessary party and Commonwealth officials and in effect as of the date of the last signature. The term of this agreement shall be for a total of three (3) years commencing upon the review and approval of all necessary party and Commonwealth officials. The agreement will be reviewed at the conclusion of each year, including the ability to suggest recommended changes that satisfy the interests of the District and the University. At the conclusion of the agreement's third year, the parties, at their mutual option, may extend this agreement for another subsequent period of time not to exceed five years.

2. Academic Suitability. The suitability of any course for the program will be determined by agreement between the District and the University on a course-by-course basis. The District will also determine, on a student-by-student basis, the suitability of a course for each of the District's students who wish to enroll in the course.

3. Enrollment. Students selected by the District for enrollment in an Early College Program course will be enrolled as non-degree students at the University. In order to aid the enrollment of the District's students, the District will provide, without cost to the University, the documentation necessary to the students' enrollment. This includes confirmation from the school counselor attesting to the academic preparedness of the student for college-level course(s). Each student will have to apply to the University for non-degree status.

4. Semesters and Sessions. Students selected by the District may enroll in online courses, hybrid or blended courses, and/or face-to-face courses under this agreement during both the academic year and the summer and winter sessions as non-degree University students. Enrollment is on a space-available basis.

5. Regular Admission. Early College students who are eligible for admission will be automatically reviewed and conditionally admitted to the University. Any other student from the District who wishes to become a fully matriculated undergraduate student upon graduation from high school must follow the normal application process. Students must meet admission criteria for Commonwealth University generally and for any admission criteria specific to the academic program the student is seeking to enroll in. Certain majors, including many in the health sciences, have additional admissions requirements. Tuition reductions described in paragraph 7 do not apply once a student enrolls in the University outside of this consortial arrangement.

6. Transcription of Courses. Courses offered under this agreement will be transcribed in the same manner as other courses offered by the University. Students may obtain official transcripts of their coursework from the Office of the Registrar.

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

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

8. Class Size. Certain minimum class size enrollment may restrict access to desired courses. The University reserves the right to set course enrollment size.

9. Rights, Privileges, and Responsibilities. Students registered as non-degree students at Commonwealth University under this agreement will have use of the library, and other academic resources. The Early College students will not have access to the Recreation Center or Student Health Center on any campus of Commonwealth University. All Commonwealth University policies and procedures, including, but not limited to, academic policies and student discipline policies shall apply.

10. Family Educational Rights and Privacy Act. All Parties shall agree to keep confidential all personally identifiable student information from educational records provided as set forth in the Family Educational Rights and Privacy Act and its implementing regulations, 34 CFR CH. 99 ("FERPA"). The following requirement shall apply:

- a) All data shared with the School District is considered confidential and cannot be disclosed or re-disclosed with any other third party, except as provided below:
 - i. The School District and University may exchange information on the student.
 - ii. Information on the student should only be shared within the School District entity by individuals who have a legitimate need to view the information to verify or audit the qualifications of the student to participate in this program at the University.
 - iii. If the student is under 18, the parents still retain the rights under FERPA at the high school and may inspect and review any records sent by the University to the School District.
 - iv. The University may disclose personally identifiable information from the student's education records to the parents, without the consent of the eligible student, if the student is a dependent for tax purposes under the IRS rules.
- b) For all other sharing purposes not described herein, the University will require students to sign a specific FERPA release.

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

12. Insurance. As an agency of the Commonwealth, public university and state instrumentality, there is no statutory authority for the University to purchase insurance. Instead, the University participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Finance and Risk Management of the Pennsylvania Department of General Services.

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

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

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

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

17. Nondiscrimination Clause. The University and District agree, 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, sexual orientation, age, religion, marital status, veteran status, disability or physical ability, socioeconomic background, or other legally protected classification, are unlawful and strictly prohibited. The University and District acknowledge their respective obligations under Title IX of the Education Amendments of 1972 (hereinafter Title IX). The University and District warrant that they will comply with Title IX obligations concerning any participating high school student that files a complaint, or has a complaint filed against them, when said complaint falls within their respective education program or activity.

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

President, Commonwealth University of Pennsylvania

Date

Provost, Commonwealth University of Pennsylvania

Date

Superintendent, School District

Date

Approved as to Form and Legality:

University Legal Counsel,
Pennsylvania State System of Higher Education

Date