

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into this ____ day of _____, 2018, by and between Mansfield University of Pennsylvania hereinafter referred to as "the University" and Wellsboro Area School District, hereinafter referred to as "the District," a public school district under the laws of the Commonwealth of Pennsylvania. EIN #24-6001315

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 online courses, hybrid courses, and/or face-to-face courses offered by the University; and

WHEREAS, the University wishes to develop an Early Start Program to recruit outstanding 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 contract as follows:

1. Term. This Agreement shall be effective upon the review and approval of all the necessary Commonwealth officials. The term of this agreement shall be for a total of five years commencing upon the review and approval of all necessary Commonwealth officials. At the conclusion of the agreement's fifth year, the parties, at their mutual option, may contract 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 Start 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 the documentation necessary to the enrollment without cost. This will include a high school transcript and a letter from a guidance counselor attesting to the suitability of each course. Each student will have to apply (once) for non-degree status.

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

5. Regular Admission. Any student from the district who wishes to become a fully matriculated undergraduate student upon graduation from high school must follow the normal application process. Although successful completion of university-level courses is generally viewed as a good indicator of success in college and a strong positive factor in the admission decision, nothing in this document serves to guarantee to a participating student admission to regular status or to any major. 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. No distinction will be made between these courses and other regularly offered courses. Students may obtain transcripts of their coursework from the Registrar in the normal manner.

7. Fiscal Issues.

- a. The University will provide the District's students with a reduced tuition rate. The student will be responsible for the balance of the tuition and fees. The reduced tuition rate will be 25% of the regular in-state tuition, on a space-available basis.
- b. The reduced tuition rate will apply only to students of the District.
- c. The University's normal refund policy will apply in case of withdrawals.

8. Class Size. Certain minimum class sizes may apply. Enrollment is on a space-available basis.

9. Rights, Privileges, and Responsibilities. Students registered as non-degree students at Mansfield University under this agreement will have the same rights, privileges, and responsibilities as other non-degree students including the right to a student ID, use of the library, and other academic resources. All Mansfield University policies and procedures, including, but not limited to, academic policies and student discipline policies shall apply.

10. Indemnification. 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 contract. 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 contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth, the State System of Higher Education, or the University.

11. Insurance. 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 Risk Management of the Pennsylvania Department of General Services.

12. 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.

13. 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.

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

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

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

President, Mansfield University of Pennsylvania

Date

Superintendent, Wellsboro Area School District

Date

Approved as to Form and Legality:

Chief Counsel, Pennsylvania State System of Higher Education

Date