

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into this 2 day of January, 2014 by and between Indiana University of Pennsylvania hereinafter referred to as “the University” and Plum Borough School District, hereinafter referred to as “the district”, a public school under the laws of the Commonwealth of Pennsylvania.

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; and

WHEREAS, the University wishes to develop a Dual Enrollment program to recruit outstanding students to the University study body, and

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

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

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

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

1. Termination. 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 four years commencing upon the review and approval of all necessary Commonwealth officials. At the conclusion of the agreement’s four year, the parties, at their mutual option, may contract for another subsequent period of time not to exceed four years.

2. Academic Suitability. 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 on-campus 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 a non-degree status.

4. On-Campus and On-Line Enrollment. Students selected by the District may enroll in on-campus or on-line, or both, courses under this agreement during both the academic year and the summer as

non-degree students on a space available basis. The provisions of paragraph 3 and 5 through 8 would also apply to those students.

5. Regular Admission. Should a student from the district wish to become a fully matriculated undergraduate student upon graduation from high school they 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 a regular status or to any major. Tuition reductions described in paragraph 7 would not apply once a student enrolls in the university outside of this consortial arrangement and he or she would be obligated to pay the standard tuition rate.

6. Transcription of 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 for on-campus enrollment. The student will be responsible for the balance of the tuition and fees. Fees for on-campus courses are defined on the University web site.

b) The reduced tuition rate for on-campus courses will be 25% of the regular in-state tuition (on a space available basis).

c) The reduced tuition rate will apply only to students of the District.

d) The University's normal refund policy will apply in case of withdrawals.

8. Rights, Privileges, and Responsibilities. Students registered as non-degree students at Indiana 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 Indiana University policies and procedures, including but not limited to, academic policies and student discipline policies shall apply.

9. 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 or of the State System of Higher Education, or the University.

10. 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.

11. 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.

12. 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.

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

14. Discrimination. 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 Educational Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

15. Relationship of Parties. 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.

16. 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.

Provost and Vice President, of Academic Affairs
Indiana University of Pennsylvania

Date

Superintendent,
_____ School District

Date

Approved as to Form and Legality:

University Counsel, Pennsylvania State System of Higher Education

Date