

MEMORANDUM OF UNDERSTANDING

for Dual Admissions/Enrollment *RMU Gateway Consortium* between

Robert Morris University

and

Butler County Community College, Community College of Allegheny County, Community College of
Beaver County, Westmoreland County Community College

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into effective **August 1, 2021** and shall continue until **July 31, 2026**, by and between Robert Morris University (hereinafter the "University") and Butler County Community College, Community College of Allegheny County, Community College of Beaver County, and Westmoreland Community College (hereinafter "Butler, Allegheny, Beaver, and Westmoreland," or, collectively, the "Community Colleges"). Both the University and Community Colleges, when used together, are hereinafter referred to as the Parties or the Institutions. The Parties desire to enter into an MOU pursuant to which students participate in a program designed to assist in obtaining an Associate's degree and progress directly to a bachelor's degree program.

Purpose of Consortium MOU

The purpose of this MOU is to establish a program that promotes pathways for students to complete a bachelor's degree through seamless transfer from the community college. More specifically, the goals are:

- To eliminate barriers for students in attaining their educational goals.
- To improve student success and retention.
- To provide a curriculum plan for students for seamless transition for earning an Associate's degree and a bachelor's degree.
- Create scale which allows the ability to offer dual enrolled courses exclusively for current students from the Community Colleges at per credit rates equal to those established by Allegheny, Beaver, Butler, and Westmoreland, respectively.
 - Create scale which allows for the creation of community college student affinity groups that facilitate early participation in University activities (sports and other events) and degree specific affinity groups would allow for early membership program clubs and honorary societies.
- Create scale which allows for development of a peer group of Community College students preparing to come to the University and into specific majors to improve the overall experience of the transition to the University.

- Create a collective commitment to completion of the Associate's degree and eventual bachelor degrees in high need workforce employment in the region facilitating receipt of grants and other external support.

Dual Admission / Enrollment Programs and the Parties' Responsibilities

1. Dual Admission / Enrollment.

- Dual Admission.** Dual Admissions shall be available to any Community College student currently enrolled in articulated programs, and who has applied for and has been accepted into the University's program pending successful completion of all admission requirements described within this MOU. Students who are Dual Admitted prior to their first 30 credits are eligible for program-to-program articulation agreements with acceptance of all credits earned through the Associate's Degree. Certain RMU programs will allow for Dual Admission and transfer of all Associate's degree credits at any point.
- Dual Enrollment.** A currently enrolled student at a Community College who has applied for and has been accepted into a program at the University is able to take up to 12 credits of advanced coursework from the University at a discounted rate payable to the University equal to the per-credit rate at the respective Community Colleges as a Dual Enrolled student while completing their Associate's degree.
- Dual Advising/Counseling.** The Dual Admission / Enrollment program provides enhanced counseling, advisement (during orientation at the University) and transition support services by the University to the student.

2. Eligibility.

- A student must meet the following requirements to apply for the Dual Admissions / Enrollment program:
 - Currently admitted and enrolled at a Community College.
 - Maintain a minimum GPA of 2.0.
 - Planning to pursue both an Associate's degree and bachelor's degree.
- A student is not eligible for Dual Admissions / Enrollment if:
 - The student is already enrolled in another dual admissions program.
 - The student does not meet the above criteria in 2a (i) – (iii).
 - The student is not in good standing with their Institution's Student Code of Student Conduct.
- University acknowledges that some credits earned towards an Associate's degree at a Community College may have been awarded as Advanced Standing or lifelong learning credit, or similar program at a respective Community College, as a result of transfer or prior learning assessment, to include standardized examinations, military coursework, or portfolio credit. This MOU maintains that the Associate's degree will be honored in its entirety in full faith.

3. Responsibilities of the Community Colleges. The Community Colleges shall:

- Ensure the student must complete the Dual Admissions application that includes authorization for the respective Community College and the University to exchange student information.

- b. Verify that the student has completed their Associate's degree from the community college in the degree program indicated on the Dual Admissions application.
- c. Verify that the student maintains a cumulative GPA of 2.0 and adhere to the agreed upon program of study.
 - i. Specific programs may require a higher GPA requirement. If the student does not meet the minimum requirements of the major indicated on Dual Admissions application, then the student may complete their bachelor's degree in a different program with the recognition that all transfer credits may not apply.
 - 1. Education majors must have also taken and passed the Pre-service Academic Performance Assessment (PAPA) or PDE-listed acceptable substitute exam prior to admission to the Education Program at the University.
- d. Communicate to the student that they must transfer directly from the respective Community College to the University for the completion of the bachelor's degree without attending another higher education institution prior to attending the University in order to meet the terms of the dual enrollment acceptance at the University.
- e. Assist the student with completing the Free Application for Federal Student Aid (FAFSA) and all correlating paperwork for the University prior to transfer to the University.
- f. Require that if the student takes a break from continuous enrollment that results in readmission (a break enrollment that is two years or greater in length), then the student must reapply for the Dual Admissions Program.
- g. Validate that the student remains in good standing status and complies with all rules, regulations, and codes of student conduct at their respective Community College and the University at the time of transfer.

4. Responsibilities of the Parties.

- a. Community Colleges will provide a file of students who have completed the Dual Admissions Program Application to the University.
- b. The Parties will exchange student transcript information at the end of each academic term, and additional records may be exchanged upon request and in compliance with Family Educational Rights and Privacy Act (FERPA) requirements.
- c. Both Parties will maintain educational records for students taking classes at their respective Institutions.
- d. The Parties will work together to develop electronic data interchange information technologies to facilitate the disclosure of student education information between the Institutions. This disclosure will include the data needed to facilitate Items 4a, 4b and 4c. The Parties agree to adhere to industry-standard Information Technology (IT) security practices and FERPA compliance while sharing electronic data.
- e. Through completion of the approved Associate's degrees, the respective Community College will be designated as the "home" institution. After completion of the Associate's degree, the University will be designated as the "home" institution.
- f. The Community Colleges will provide the University the student's final high school transcript (or General Educational Development (GED)) for audit purposes that may be required once the student is enrolled at / transfers to the University.
- g. The Parties will work together on marketing and communications plans.

- h. The transfer of credits between the Institutions will be processed pursuant to policies and procedures of the Institution that will be accepting the transfer credits.
- i. Students will be guaranteed acceptance to the University and to a particular major as indicated. Admission to a specific major will require meeting the requirements of that major.
- j. Each Institution will apply its own administrative processes and procedures to address (a) complaints or grievances relating to its administration, faculty, staff, the student, other students, classes, services or facilities, and (b) violations of its policies, rules, regulations, and/or conduct codes.

5. General Provisions.

- a. **Meetings and Communication Regarding the Dual Admissions Program.** The Institutions agree to hold one (1) or more meetings each semester to address questions and to facilitate the programs contemplated herein.
- b. **Annual review.** This MOU will be subject to annual review by representatives of each Institution. Any recommendations for revisions will be made in writing and agreed upon by all Parties.
- c. **Non-Exclusivity.** This MOU is not exclusive, and any Party may enter into similar MOUs with any other party.
- d. **Confidentiality of Records.** All educational records created, disclosed, or maintained pursuant to the terms of this MOU are confidential and shall be created, disclosed, and maintained pursuant to the provisions of FERPA.
- e. **Application Fees.** Students in the Dual Admissions programs will have the application fee waived.

6. University Resources for Students Enrolled in the Dual Admissions Program.

- a. Community College students can apply for on-campus student housing at the University prior to completing their Associate's degree. The term of the housing agreement will be for one (1) semester and can be renewed for subsequent semesters. Housing seniority will be earned for each semester a student resides in the University housing and housing seniority can be applied when the student enrolls at the University.
- b. Students are eligible to purchase the University meal plan.
- c. Students requesting financial aid assistance for costs associated with 6a. or 6b., will contact the Financial Aid office at the University who will collect the necessary documents to confirm enrollment at the respective Community College for federal financial aid purposes in order to build the costs in 6a or 6b.
- d. Students will pay the University directly for any costs incurred in 6a and/or 6b.
- e. Additional on-campus resources and activities will be open to Dual Admission students.

Mutual Terms and Conditions

- 1. This MOU will be effective for five (5) years from the Effective Date, unless terminated in writing by a Party with one (1) year prior notice. It is agreed that if terminated, the Parties will honor the terms of the MOU for students already participating in a program contemplated herein at the time notice of termination is given. For clarity, an individual Community College may

terminate its participation in this MOU without affecting the participation of the remaining Community Colleges. If University terminates this MOU, it shall be terminated as to all Parties.

2. ***Nondiscrimination.*** The Parties agree to continue their respective policies of nondiscrimination based on Title VI and Title VII 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. Each Institution agrees to cooperate with each other in its investigation of claims of discrimination or harassment.
3. ***Reporting of Sexual Violence and Sexual Harassment.*** Each Community College shall report any incident in which a Dual Enrolled student is allegedly the victim of sexual assault, dating violence, domestic violence, stalking, or sexual harassment that occurred within the University's education program or activity to the University's Title IX Coordinator. The University's education program or activity means locations, events, or circumstances where the University exercises substantial control over both the alleged perpetrator and the context in which the sexual assault, dating violence, domestic violence, stalking, or sexual harassment occurs and also includes any building owned or controlled by a student organization that is officially recognized by the University.
4. The laws of the Commonwealth of Pennsylvania shall govern this MOU.
5. This MOU shall only be modified in a writing signed by all Parties.
6. The relationship between the Parties to this MOU to each other is that of independent contractors. The relationship of the Parties to this MOU to each other shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
7. None 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 MOU. This provision shall not be construed to limit the either party's rights, claims, or defenses which arise as a matter of law pursuant to any provisions of this MOU. This provision shall not be construed to limit the sovereign immunity of the Community Colleges, as applicable.
8. This MOU represents the entire understanding between the Parties. No other prior or contemporaneous oral or written understandings or promises to exist in regard to this relationship.
9. ***Notices.*** All notices, or other written communications relating to termination, expiration, or any other legal matter relating to this MOU will be effective when received and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to an Institution at its official address.

[SIGNATURE BLOCKS FOR RESPECTIVE PARTIES]

Robert Morris University

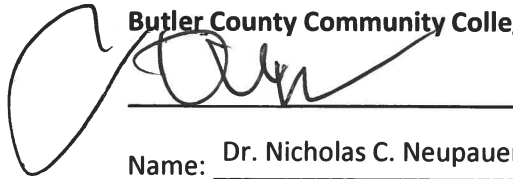


Name: Dr. Christopher B. Howard

Title: President

Date: February 11, 2021

Butler County Community College

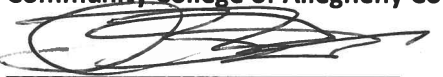


Name: Dr. Nicholas C. Neupauer

Title: President

Date: February 11, 2021

Community College of Allegheny County



Name: Dr. Quintin B. Bullock

Title: President

Date: February 11, 2021

Community College of Beaver County

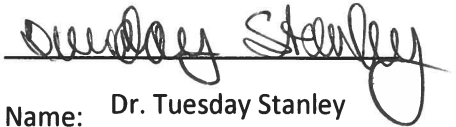


Name: Dr. Roger W. Davis

Title: President

Date: February 11, 2021

Westmoreland County Community College



Name: Dr. Tuesday Stanley

Title: President

Date: February 11, 2021