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**GUARANTEED ADMISSIONS AGREEMENT
BETWEEN
COMMONWEALTH UNIVERSITY OF PENNSYLVANIA
and
CANTON AREA SCHOOL DISTRICT**

THIS AGREEMENT made and entered into this 12 day of January, 2023, between Commonwealth University of Pennsylvania of the State System of Higher Education (including Bloomsburg, Lock Haven, and Mansfield campuses) and Canton Area School District.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises hereinafter expressed and intending to be legally bound hereby, the Parties agree as follows:

A. INTRODUCTION

Commonwealth University of Pennsylvania and Canton Area School District (hereinafter referred to as "Commonwealth University and "CASD") agree to establish this Guaranteed Admissions agreement. CASD students who apply for admission to and graduate from CASD are guaranteed admission to Commonwealth University on the condition they graduate from Canton Area School District, apply to Commonwealth University by December 15 of the students' senior year, and satisfy all application requirements to the major at Commonwealth University.

Nursing and some science programs remain selective and have enrollment capacities. It is critical students apply as early as possible to these majors to receive early consideration for admission.

Commonwealth University will recognize and reward students for their academic preparation at CASD by awarding a tiered scholarship merit program for CASD graduates. The following criteria for admission and scholarship consideration must be met:

1. Apply for admission to Commonwealth University no later than December 15 of the students' senior year.
2. Graduate from Canton Area School District.
3. Commonwealth University will award 4 tiers of academic merit scholarships to CASD graduates according to the following academic preparedness of the student applicant:
 - i. Tier 1 - 95% or above cumulative GPA at CASD - \$28,000; \$7,000 annually
 - ii. Tier 2 - 90-94% cumulative GPA at CASD - \$24,000; \$6,000 annually

- iii. Tier 3 - 85-89% cumulative GPA at CASD - \$16,000; \$4,000 annually
- iv. Tier 4 – 80-84% cumulative GPA at CASD - \$12,000; \$3,000 annually
- 4. CASD scholarship recipients must remain enrolled full-time at Commonwealth University for a minimum of 12 credits per academic semester and must maintain an overall GPA of 2.50 at Commonwealth University to remain eligible for the scholarship.
- 5. The scholarship is renewable for up to four (4) academic years, or eight (8) consecutive fall and spring academic semesters, if the criteria in #4 above are met.
- 6. Commonwealth University will guarantee on-campus housing at the Bloomsburg, Lock Haven, or Mansfield campuses, for up to four (4) years of full-time student enrollment.

The purposes of this agreement are:

- 1. To establish a Guaranteed Admissions Agreement to recognize and reward the academic preparation of all Canton Area School District graduates in their pursuit of higher education.
- 2. To enable graduates of Canton Area High School to build upon their education and training by earning a baccalaureate degree in a seamless educational partnership.
- 3. To enable Commonwealth University to attract a more diverse population of students who have already demonstrated academic success.
- 4. To enable CASD graduates to obtain a quality education at a low cost, and, in doing so, provide the commonwealth with additional qualified graduates.
- 5. To ensure recognition of the continuity of academic progress, consideration for the transferability of credits between secondary and post-secondary institutions, and to reward strong academic performance during the students' high school career.

B. PROCEDURES

CASD agrees to publicize this Guaranteed Admissions Agreement to students in its school district communications and correspondence, and to inform qualified, matriculating students of the opportunity for admission to, and scholarship qualifications, at Commonwealth University under the terms of this agreement. Commonwealth University will recognize student attendance at the Bloomsburg, Lock Haven, and Mansfield campuses.

CASD students must enroll no later than the fall semester immediately following their high school graduation. They cannot attend another two-year or four-year institution after graduating from CASD. Otherwise, the Guaranteed Admissions and matching scholarship is null and void.

CASD students must complete the Commonwealth University Application for Admission by December 15 of their senior year to qualify for the Guaranteed Admissions and scholarship criteria. Late applicants who apply for admission after that deadline may not be considered as part of the agreement and scholarship criteria.

The following items are the responsibility of students participating in the Guaranteed Admissions program:

1. Graduate from Canton Area School District with a minimum overall grade point average that satisfies the academic standards of the school district and The Pennsylvania Department of Education.
2. At the time of application, provide transcripts of all courses completed up to and including the current grade reporting period.
3. Upon graduating from CASD, provide official final transcripts to Commonwealth University.
4. CASD students must complete the Commonwealth University Application for Admission by December 15 if enrolling for the following fall semester, and to be considered for the Guaranteed Admissions and scholarship award criteria. Admission under this agreement will be contingent upon completing items 1 to 3, above, and graduation from Canton Area School District.
5. Pay the required advanced deposit to hold a seat for the initial semester of admittance.
6. Pay Commonwealth University's tuition and fees for those semesters in which they are registered for courses at Commonwealth University.

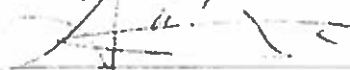
C. CONDITIONS OF THE AGREEMENT

1. A Program Coordinator shall be identified at CASD and Commonwealth University who will assist all students in transition regarding the application process, housing requirements at Commonwealth University, major selection and campus location, academic advising, and consideration for a scholarship award to Commonwealth University.
2. The term of this agreement shall be five (5) years commencing when all applicable signatures are obtained. The first cohort of eligible CASD students to participate in this agreement will be part of the graduating Class of 2023 who will enroll at Commonwealth University for the Fall 2023 academic semester
3. Any CASD student who has successfully earned credits through dual enrollment programs at Bloomsburg, Lock Haven, or Mansfield Universities, or at other two-year or four-year accredited institutions, will have those credits appropriately applied to their major of study, once a major is declared and the student is accepted to Commonwealth University.

4. Either institution may withdraw from the agreement upon written notification of the other, with exception to commitments already in effect for students who have applied to Commonwealth University. Such commitments will be honored. In the event of a substantial breach, such as, a lack of response to requests for information and or adequate participation, either party may terminate this agreement.
5. The relationship of the parties to this contract shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
6. 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, 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.
7. Neither of the parties shall assume any liabilities as a result of this agreement. As to liability to each other, 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 Commonwealth University of Pennsylvania'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 of Pennsylvania or of the Pennsylvania State System of Higher Education or Commonwealth University.
8. This agreement represents the entire understanding between the parties. This agreement can be modified only in writing with the same formality as the original agreement.
9. This agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed pursuant to due and legal action authorizing the same to be done the date first written above.

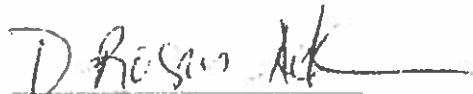
Commonwealth University of
Pennsylvania:



President

Commonwealth University

Date: _____



Provost and Senior VP, Academic Affairs
Commonwealth University

Date: _____

Wesley M.

Weymers II

Digitally signed by Wesley M.
Weymers II
Date: 2023.01.17 15:08:48 -05'00'

University Legal Counsel

Date: _____

Canton Area School District :



Superintendent,

Canton Area School District

Date: _____



High School Principal

Canton Area School District

Date: _____

Commonwealth University of Pennsylvania
Memorandum of Understanding
Early College Program

WW 5/30/25
Bd App 06/12/25
25/26 - 27/28 SY
#G.20

THIS AGREEMENT is entered by and between Commonwealth University of Pennsylvania hereinafter referred to as "the University" and Canton 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 relationship 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 parties 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 parties 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 two additional 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 must meet the minimum guidelines established by the Early College office. When endorsing a student for the Early College program, please consider the student's character, integrity, and maturity to increase the prospect of success in the program. 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. All 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 under this Agreement.

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 Early College/dual enrollment program will be at a reduced rate of 75% off of the in-state tuition cost, which is limited to students of the District.
- b) University withdrawals and refunds 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 requirements shall apply:

- a) All data shared between the University and the District is considered confidential and cannot be disclosed or re-disclosed to 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 with District officials 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 maintained by 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, only with the student's written consent or 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 for 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.

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

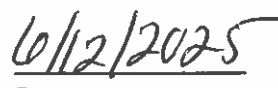
Date

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