

PARTNERSHIP AGREEMENT
Completion Program at Bucks County Community College

THIS AGREEMENT is entered into this 15th day of June, 2018, by and between Bloomsburg University of Pennsylvania (EIN 23- 2738930) hereinafter referred to as "BU" and Bucks County Community College, (EIN 23-1646982) hereinafter referred to as "Bucks", both institutions of higher education under the laws of the Commonwealth of Pennsylvania.

WHEREAS, BU 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 State System of Higher Education 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 graduates of Bucks may benefit from the opportunity to take classes offered by BU; and

WHEREAS, BU wishes to develop a completion program to recruit Bucks graduates to certain BU majors and to offer certain majors at off-campus sites; and

WHEREAS, Bucks wishes to make certain undergraduate majors offered by BU available to the students of Bucks at Bucks; and

WHEREAS, Bucks and BU desire to describe the features, purposes and mechanisms of the relationship by which the parties will establish a partnership in a collaborative arrangement.

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 (5) 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 (5) years.

2. **Academic Suitability.** The suitability of any major for an off-campus offering at Bucks will be determined by agreement between Bucks and BU on a major-by-major basis.

3. **Enrollment.** Only students who have been admitted to BU (either in a specific major or as non-degree students) may be enrolled in BU courses offered at the Bucks campus. In most cases, students will have completed an Associate's Degree from Bucks before enrolling in BU classes. Students who are currently enrolled in Bucks will be allowed to enroll in classes offered by BU at the Bucks campus only by special permission of a transfer advisor in the Bucks Advising & Transfer Center. Individuals from the community may also enroll in these courses, if appropriate. BU agrees to refrain from any and all efforts to promote transfer of Bucks students to BU prior to completion of an Associate's Degree.

4. **On-Campus and Online Enrollment at BU.** Students in the completion program at Bucks may enroll in on-campus and online courses at BU under this agreement during both the academic year and the summer. The provisions of paragraph 7 would not apply to those students.

5. **Regular Admission.** Should a student from Bucks wish to become a fully matriculated undergraduate student upon graduation from Bucks, they must follow the normal application process. Students who are enrolled in the Bucks-BU dual admission program will be automatically admitted to the appropriate major upon completion of all admission requirements of the major.

6. **Transcription of Courses.** Courses offered in Bucks facilities under this agreement will be transcribed in the same manner as other courses offered by BU, including other off-campus courses. 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) Students electing to take Bloomsburg University classes on the Bucks campus will pay regular Bloomsburg University tuition. Fees will include the academic enhancement fee, the technology fee, and the registration /transcript fee.

b) Students electing to take classes on the BU campus will pay regular tuition and fees.

c) BU's normal refund policy will apply in case of withdrawals.

d) BU will pay Bucks \$50.00 per classroom used per day for courses offered on the Bucks campus as a facilities fee. Example (15 week course, one per week = \$750.00 for the semester). This rate structure is effective July 1, 2017.

8. **Books and Supplies.** Books and supplies required for courses taught at the Bucks campus will be made available to students through the Bucks bookstore.

9. **Office Space.** Bucks will provide office space, suitable for student interviews and advisement, for the coordinator of the completion program.

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

11. **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 the State System of Higher Education, or BU.

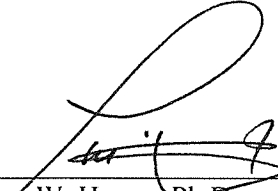
12. **Amendment.** This Agreement may be amended at any time upon the mutual written agreement of the parties hereto, with said amendments to be executed by the duly authorized representatives of the parties and with the same formality as this agreement.

13. **Termination.** This agreement may be terminated by either party upon 120 days written notice. Said notice to BU shall be sent to the President of BU. Said notice to Bucks shall be sent to the President of Bucks.

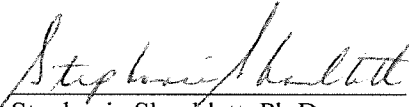
14. **Choice of Law.** This Agreement is executed pursuant to and shall be construed under the laws of the Commonwealth of Pennsylvania.

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

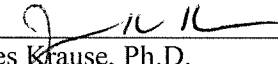
IN WITNESS WHEREOF, the President of BU and the President of Bucks by their signatures do hereby put this agreement in force.




Bashar W. Hanna, Ph.D. 6.7.18
President Date
Bloomsburg University of Pennsylvania



Stephanie Shanblatt, Ph.D. 5/14/18
President Date
Bucks County Community College

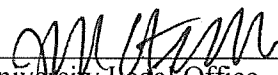


James Krause, Ph.D. 6/7/18
Provost/VP Academic Affairs Date
Bloomsburg University of Pennsylvania



Lisa G. Angelo 5/20/18
Provost Date
Bucks County Community College

Approved as to Form and Legality:



University Legal Office 8-15-18
Pennsylvania State System of Date
Higher Education

