Abstract

In the beginning of the 21st century, some uncontrollable challenges are confronting all educators and higher education institutions. For example, the stagnant economy causes a tremendous pressure on upper management or administrator for attracting sufficient number of local students. Moreover, the attrition rate may deteriorate. One of the solutions is to embrace globalization. While globalization can provide a solution, poor contracts can “open another can of worms.” In this presentation, some issues are presented for discussion. The contract between the French Department of Chinese Culture University and West Chester University is used as an example for the discussion of various issues. For example, the issue regarding admission criteria, the requirements about transfer credits, and the graduation requirements all become critical. Although these scenarios and issues may seem to be ad hoc, a good contract, known as a Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) must take these into account.

Keywords

Higher education, globalization, collaboration, partnership, MOU, and MOA.

Introduction

In the beginning of the 21st century, some uncontrollable challenges are confronting all educators and higher education institutions. For example, the stagnant economy causes a tremendous pressure to administrators for recruiting local students. Also, the attrition rate may deteriorate. One of the solutions is to embrace globalization. While globalization can provide a solution, poor contracts can “open another can of worms.” Moreover, the time spent routing through various departments for obtaining pre-approval and final approval could be overwhelming if some issues were not considered.

In this presentation, some issues are presented for discussion. For example, the issue regarding admission criteria, the requirements about transfer credits, and the graduation
requirements all become critical. A good contract, known as a Memorandum of Understanding (MOU) must take these into account. In the following, an example contract that has been used for the collaborations between higher education institutions in the United States and the higher education institution in Taiwan is presented. Then, the issues regarding the sample contract are discussed. Comments and suggestions are presented. A final version of the sample contract is included at the end of the paper as an Appendix.

A Scenario

When a higher education in the US establishes collaboration relations with universities from overseas including Asian countries, many issues may deter the process. The first class of issues relates to the language and cultural differences. Due to the language difference, some students in Asian countries may not obtain proficiency in English communication skills. How can a US institution regulate the standard such that it will neither blocks students from coming for learning, nor encourages students from coming without proper preparation? The second class of issues is related to governmental regulations including Homeland Security and State Government regulations. The last class of issues concerns school-level regulations. Although they may seem to be trifle, none of them can be overlooked.

Language and Cultural Issues

The first issue that may deter Asian students from coming is the English language proficiency. Traditionally, students take TOEFL test in paper format or on the Internet. Recently, several other English proficiency tests have become available. Speaking of TOEFL test scores, Asian students may not be able to pass the minimum threshold if the admission criterion is too high. Usually, the minimum TOEFL test score range from 500 to 600 in various higher education institutions. For undergraduate study, the threshold may be lower than that for graduate level. For students receiving Teaching Assistantship, the level is higher. What is the proper admission level? Are there scenarios that this rule can be compromised? Is the static standard good for all disciplines? Several scenarios may justify that the static “one-size-fits-all” standard may not be the best way to regulate the standard for English proficiency.

As the first example, in almost all universities, there is a static threshold, say 550 or higher. However, this threshold may be varied even among the same classes of universities. For example, at West Chester University, the TOEFL score must be 550 or higher, while at Indiana University of Pennsylvania, the TOEFL score for undergraduate is set to be 500 or higher and 550 or higher for graduate level majors. Why can one institute accept 500 and another accept only 550 or higher?

Second, for students who are considering staying for a short term such as one summer session or one semester to study English, it is generally considered a scenario that this rule should be reconsidered. This is even so when students arrive at the US for one short-term non-degree
summer session. If a student tries to come here to improve English communication capability, it is also another scenario that the TOEFL score rule may need to be reconsidered.

Third, in some areas, such as Mathematics or even Computer Science, English language requirement may not be as critical as disciplines such as English Literature, Biology, or Social Science. When students majoring in French desire to learn French Pedagogy in Non-French speaking countries, e.g., the United States, why is TOEFL score so critical? If we cannot change the admission criterion about English proficiency standard, some students who may be excellent students in math but somewhat lack in English communication will be blocked out of the door for entering the United Stated. This is yet another area where a static standard cannot accommodate all disciplines.

Governmental Regulations

Since the 9/11 terrorist attack in 2001, the “security alarm” changes the concept of higher education admission; the higher education institutions in the US tightened the evaluation of admission. The issuance and monitor of I-20 was again brought out to the spot light. The “I-20” form, also known as the admission to a higher education institute, is the name of the form that Homeland Security uses to track the status of foreign students studying in the United States. Each student will be assigned a Student and Exchange Scholar Visitor Information (SEVIS) number while staying in the US. If a foreign student changes the location of study from one university to another, an application of another I-20 using the Certificate of Eligibility must be submitted and approved by the International Office of the new institute. The SEVIS number becomes the only venue to connect a student with the visa status. In a contract, the application for the I-20 must be addressed explicitly before any misunderstanding can happen.

In addition to the Homeland Security requirement of applying I-20, the State of Pennsylvania requires the school in the State System of Higher Education” to notify the applicants for admission to purchase his/her own student insurance prior to entering the United States. In the contract, the following sentences must clarify for this requirement:

“West Chester University of Pennsylvania is a part of the Pennsylvania State System of Higher Education, a body corporate and politic constituting of a public corporation and government entity. As such, it lacks the statutory authority to purchase insurance and it does not possess insurance documentation per se (i.e. certificates of insurance). 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. The program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University’s performance under this agreement, subject to provisions of the Tort Claims Act 42, Pa.C.S.A. 8521, et seq. The Commonwealth’s self-insurance program is outlined in Governor’s Office Management Directive 6.30.2, as amended. A copy of that Management Directive will be provided on request.”
Despite the fact that West Chester University cannot purchase health insurance on behalf of students, there are Health Insurance Standards; students are required to meet the following standards:

1. Coverage must be for a minimum of $250,000.
2. Repatriation benefits of at least $7,500.
3. Medical evacuation benefits at least $10,000.
4. Maximum deductible of $500 per accident of illness.
5. Coverage must be for the entire academic year.

These standards are explicitly stated in the Certificate of Eligibility when students apply for the I-20. Therefore, it is critical to include the state-mandate regulation in a contract.

**School-Level Regulations**

Last but not the least, some school-level regulations must not be overlooked. For example the definition of proper academic standing must be defined. Student conducts must be regulated. Rules governing for possible infractions must be clearly described to prevent from controversy. Most important of all, the administrative responsibilities of both parties who sign for the contract must be clearly spelled out.

Without any proof, we can imagine that fee payment usually is in the core of many disputes, if any. This must be unambiguously stated. A deadline for the due date is just as important as the billing method. Fairness must be guaranteed between local students and international students. Subsistence must be clear and fair. A faculty advisor should be designated as a student leader who will be responsible for the reception and tracking of the academic success for students while their stay. In fact, their success and satisfaction may be the key to the sustainability of the international collaboration.

**Conclusions**

As an initial attempt, West Chester University has stepped out of the small yet giant step toward globalization. The small step simple introduced ways only to the French Department of Chinese Culture University for their students to study here at West Chester University. The giant step which can almost be analogized with Armstrong’s first step onto the Moon marks unprecedentedly the beginning of a long-term collaboration between two higher education institutions. The procedure is memorable and instructive. Hopefully, for others, the experience will provide a model to other disciplines in a similar context to nurture, develop, and harvest without suffering the same loss of time and effort.

**Appendix A: An Example Contract**

WCU________
AGREEMENT
Between
WEST CHESTER UNIVERSITY OF PENNSYLVANIA
And
CHINESE CULTURE UNIVERSITY

This CONTRACT is made and entered into as of April 30, 2012 at Chester County, Pennsylvania, by and between West Chester University of Pennsylvania of the Pennsylvania State System of Higher Education, Commonwealth of Pennsylvania, West Chester, PA 19383, USA, hereinafter called “WCU,” and Chinese Culture University, Taiwan (ROC), hereinafter called “CCU” for services to be rendered by WCU. The ultimate goal is to allow the students of the French Major in CCU to take summer courses at WCU. The parties hereto agree as follows:

1. Term: This agreement shall be in effect as of the date the agreement is fully executed and will terminate 30 days after the completion of the final course. By mutual written agreement, the contract may be extended for additional courses and renewable with possible adjustment on the dates and charges for the future years.

2. WCU shall be responsible for the following:
   Summer Courses
   b. Faculty. WCU shall provide the faculty to teach the courses. WCU shall be solely responsible for compensation and any other benefits payable to the faculty for work performed in connection with WCU courses. WCU shall have sole responsibility for applicable federal, state and local tax obligations (including withholding, reporting and payment) resulting from said compensation.
   c. Insurance. West Chester University of Pennsylvania is a part of the Pennsylvania State System of Higher Education, a body corporate and politic constituting of a public corporation and government entity. As such, it lacks the statutory authority to purchase insurance and it does not possess insurance documentation per se (i.e. certificates of insurance). 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. The program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University’s performance under this agreement, subject to provisions of the Tort Claims Act 42, Pa.C.S.A. 8521, et seq. The Commonwealth’s self-insurance program is outlined in Governor’s Office Management Directive 6.30.2, as amended. A copy of that Management Directive will be provided on request.
d. Administration. WCU shall administer the academic aspects of the summer courses. Student grades will be provided via e-mail to CCU upon completion of the courses.
e. Fees. WCU shall charge students with the 2011-2012 summer out-of-state tuition of a 3-credit course for each course per person. The tuition is 2,200 USD for taking one 3-credit course per student.

Subsistence

a. Housing. WCU shall provide single occupancy housing in a university residence hall at 30 USD per night per person during the period students are enrolling in the summer session II.
b. Meals. WCU shall provide two meal plans: a 19-meal plan, or a 14-meal plan. The charges are 17.70 USD per day for the 19-meal plan, or 12 USD per day for the 14-meal plan.
c. Linens. WCU shall provide linens for the month at rate of 48 USD per person. Students can bring in own linens instead of paying for linens.

I-20 form

a. WCU shall provide a Certificate of Eligibility (an application form for the I-20) that allows students to enroll in the program. Each student must submit the Certificate of Eligibility form in order to receive the I-20.
b. Program participants will enter the United States and remain for the program period as an F-1 Student.

3. CCU shall be responsible for the following:
   a. Selection of Students. CCU will be solely responsible for recruiting and the selection of students. CCU will provide student registration information prior to the summer session II starts on July 2, 2012. CCU will provide evidence of F-1 visa for each student prior to the Summer Session II starts on July 2, 2012.
b. Arrangement for International Traveling. CCU will be solely responsible for arranging international air travel and ground transportation in Taiwan. WCU will provide assistance to arrange for traveling between Philadelphia International Airport and WCU. Extra fees will be required for the ground transportation to/from the Philadelphia International Airport if commercial shuttle bus services are arranged. Commercial shuttle bus service fees will be due upon completion of the service.

4. Notices. All notices and correspondence by either party concerning the administration of this program shall be directed as follows:
   Cheer-sun D. Yang
   Designated Group Leader for the CCU Students at WCU
   Associate Professor
   College of Arts and Sciences
   25 University Ave.
   West Chester University
   West Chester, PA  19383
   610-738-0450 cyang@wcupa.edu
5. Financial Arrangements
   a. Students will be billed directly through their WCU bursar account. Each student will be issued a myWCU account for making payments.
   b. Payment schedule is based on Summer II deadlines (all payments due June 21st, 2012).
   c. The room charge of 30 USD per person is for the purpose of guarantee housing during Summer II. The actual charge will be based on the room type and actual assignment.

6. No Joint Venture. WCU sincerely hopes that this agreement only serves as the first example of such collaboration between CCU and WCU and more collaboration programs or activities can be arranged in the future. But, both parties agree that nothing shall be deemed to make the parties joint ventures at this time, and neither shall have any authority to commit or bind the other party without such other party’s prior written consent.

7. Amendments. Any changes to this agreement shall be in writing and, except where noted above, shall be signed by the parties to this agreement.

8. Termination. The term of the agreement shall be for a one-year period.
   a. Either party may terminate this agreement for any reason with a 30- day written notice but no later than June 15, 2012.
9. Nondiscrimination. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964. Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

10. Entire Agreement. This agreement, which includes all exhibits referred to herein, constitutes the entire agreement between the parties, and supersedes all oral and written agreement, if any.

11. Interpretation of the Agreement. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

   a. All program participants will be subject to the rules and regulations of WCU including compliance with all laws of the United States. In the case of suspension from the program as a result of a disciplinary or academic action, the individual concerned will immediately become bound by the action of WCU and may face additional hearings/proceedings/ramifications at CCU as well.
   b. CCU students should do all the work for the course(s) including assignments and tests when enrolling in WCU, and have that work graded along with the students regularly enrolled in the course(s).
   c. A passing grade, e.g., A, B, or C, will be assigned to a student who completes all the course work adequately or better. Otherwise, a student will receive an “Incomplete” grade.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this day and year first written intending to be legally bound by this contract:

FOR CHINESE CULTURE UNIVERSITY

__________________________
Sonia Chi-lan Yang
Chairperson, French Department

__________________________
Wann-Yih Wu, Ph.D.
President

FOR WEST CHESTER UNIVERSITY OF PENNSYLVANIA

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Biography

Dr. Yang received his Ph.D. in CIS from University of Delaware. As an origin of Taiwan, Dr. Yang devotes his international experiences toward globalization with Taiwanese universities. He had visited National Hsinchu University of Education, Tamkang University, and Chinese Culture University in 2011. Two contracts are under review.