ACADEMIC PROGRAM TRANSFER ARTICULATION AGREEMENT Between HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY and HOWARD COMMUNITY COLLEGE

A. Summary

This Academic Program Articulation Agreement ("Agreement") is made and entered into by and between Howard Community College ("HCC", "Sending Institution") and Harrisburg University of Science and Technology ("HU", "Receiving Institution" and collectively, the "Institutions") to facilitate the transfer of academic credits from the Associate of Applied Science Degree ("AAS") in Physical Therapist Assistant ("PTA") towards the completion of the Bachelor of Science Degree ("BS") in Exercise Science ("EXSC").

B. Overview

This Agreement provides HCC students the opportunity of planning a baccalaureate degree program with HU at the outset of their college education as defined by this Agreement. This partnership will enhance transfer student advising, foster a relationship that encourages degree completion, and promotes the acceptance of transfer course equivalencies between HCC and HU, allowing for a seamless and successful transition of students from their AAS degree in PTA to a BS degree in EXSC program.

C. Qualifying Students

Under this Agreement, HCC students will be granted admission into HU on the condition that they:

- 1. Graduate from HCC with the PTA, AAS degree with a minimum cumulative GPA of 2.80; and
- 2. Complete HU's admissions application once they satisfy all other regular HU admissions requirements to include the submission of official transcripts and video essay; *and*
- 3. Do not attend another institution of higher education between the time they graduate from HCC and enroll at HU; *and*
- 4. Satisfy all other HU transfer requirements including any admission requirements for the BS degree in EXSE; and
- 5. Pass the National Physical Therapy Examination (NPTE) and granted licensure.

D. Admissions and Enrollment

- 1. This Agreement applies to HCC students scheduled to complete, or have completed the PTA, AAS degree and/or passed the NPTE licensing exam.
- 2. All students must be in good standing according to HU policy at the time of admission.
- 3. The HU Office of Admissions' Transfer Coordinator will provide academic advising to HCC students as needed.
- 4. Students applying to HU must provide written consent for the release of information from HCC to HU necessary to facilitate admissions and ensure the program's requirements are met.
- 5. HU will notify the student at the time of admission of all entrance to BS in EXSC program requirements. Students will be governed by the HU degree requirements in effect at the time of

admission if the student maintains continuous enrollment.

- 6. HCC students who follow the prescribed HU baccalaureate degree requirements at HCC and are scheduled to and/or have earned an AAS degree in the PTA program at HCC and have passed the required NPTE may be admitted to HU with a junior level standing in the HU EXSC BS degree program.
- 7. The same criteria for transferring individual courses by other transfer students to HU will be applicable to HCC students. Specific course transfers must be completed with a grade of "B" (2.80 on a 4.00 scale) or better unless specific departments require a higher-grade point average (GPA).
- 8. The maximum number of credits that may be transferred to the student's record is 87; no more than 70 may have been earned at a two-year institution towards the BS degree in EXSC.
- 9. When program requirements change at HU, HCC students who have submitted a letter of intent to enroll at HU will have the option of satisfying "old" program requirements in the same manner as pre-existing HU students. However, this "pre-existing status" is limited to two years from HU's implementation date of any changes, except for when changes are required by an accrediting agency. Accrediting agency requirements must be met and are not negotiable.
- 10. HU will send a scheduling packet (date/time to schedule classes) to the student the semester before matriculation. Students will receive an official admissions letter from HU during their last semester at HCC. Upon receipt of the final HCC transcript, HU will complete a final official transcript evaluation. This will be completed prior to matriculation to HU.
- 11. Students will be provided with financial aid information for both institutions. They will receive full consideration for HU financial aid upon matriculation to HU.
- 12. The Institutions agree that a five-year time limit for transferring a student's credits in science/technology from HCC to HU may be implemented. There is no time limit for general education courses. The calculation of time commences upon the HCC student's graduation. The HCC student's formal request to HU must be completed before the five-year limitation date.
- 13. Though remedial and orientation courses do not normally fulfill graduation requirements, HU will, on a course-by-course basis, treat transfer credit from HCC for courses in remediation and orientation in the same manner as comparable courses at HU.
- 14. The student, while enrolled either at HCC or HU, shall comply with each school's academic policies and requirements. However, the specific academic policies in effect for the bachelor's degree, as awarded by HU, will be as such during the time of the student's enrollment in the BS degree in EXSC program.
- 15. Graduates of the BS in EXSC program who intend to apply for the HU Doctor of Physical Therapy Program (DPT) will receive priority seating in the HU DPT program. These graduates can defer their seat for up to two years (two admissions cycles). However, applicants who delay re-entry beyond this window must submit a new application for the DPT program.

E. Responsibilities of the Institutions

The Institutions confirm the following points of agreement, to assure equal treatment of university/college and transfer students.

1. The Institutions will collaborate to create Advising Planning Worksheets for the HU EXSC major. These worksheets will outline the recommended course sequence for students at HCC. They serve

as a valuable resource for advising and guiding students throughout their two years at HCC. Additionally, both institutions will conduct an annual review of these Advising Planning Worksheets.

- 2. The Institutions agree to develop and implement marketing and promotional efforts to communicate the benefits of this agreement.
- 3. The Institutions shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no personally identifiable student information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- 4. The Institutions, under this Agreement, will comply with all federal, state, and local laws and respective institutional policies.
- 5. The Institutions shall not discriminate due to race, color, gender identity, sexual orientation, pregnancy, age, religion, disability, marital status, or national origin in violation of any applicable federal, state, or local law or regulation.

HU will:

- 1. HU has exclusive control over its respective academic programs. Nothing contained in this Agreement, or any subsequent formal agreement is, or intended to be, delegation of that control.
- 2. HU has sole authority over all final decisions regarding its program structure, delivery method, and course content; selection, retention, supervision, credentialing, evaluation, and faculty; its admission, registration, discipline, termination, and assessment of students; its calculation and award of prior learning credit; evaluation of student progress; and the awarding and recording of credit independently including the issuance of any HU degree.
- 3. Program requirements for the BS degree shall be the sole responsibility of HU.
- 4. HCC students transferring to HU will be treated the same as existing HU students of equal class standing when applying for financial aid and in the award and distribution of funds.
- 5. HCC students transferring to HU will receive consideration for campus housing on the same basis as existing HU students of equal class standing.
- 6. Upon transferring, HCC students will become students of HU and subject to all HUs policies and procedures including academics and student behavior.
- 7. HCC students transferring to HU will receive equal opportunity to pre-register for classes and have access to other student services on the same basis as existing HU students of equal class standing.

HCC will:

- 1. HCC has exclusive authority over its educational and training programs. The provisions in this Agreement and any subsequent formal agreements do not constitute or imply a delegation of that control.
- 2. HCC retains exclusive authority over all final decisions related to program structure, delivery methods, course content, faculty selection, retention, supervision, evaluation, admission, registration, discipline, termination, student assessment, evaluation of student progress, and the independent awarding and recording of credit. This authority also extends to issuing HCC certificates of completion for advanced studies.

3. HCC will share demographic data on former HCC students with HU to facilitate research and inform advising for future students. We will exercise caution to ensure compliance with FERPA regulations.

F. Review, Revisions, Maintenance, and Termination of the Agreement

Each institution will designate a representative who will serve as a contact for the Agreement.

Primary Contacts:

	Sending Institution	Receiving Institution
Address	Howard Community College	Harrisburg University of
	10901 Little Patuxent Parkway	Science and Technology
	Columbia, MD 21044	326 Market Street
		Harrisburg, PA 17110
Contact	Cristina Fontanez Garrison, PT, DPT	Lori Portzer, Ph.D., ACSM-EP
Title of Contact	Chair and Assistant Professor,	Associate Professor and Program Lead,
	Physical Therapist Assistant	Exercise Science
Email	cfontanezgarrison@howardcc.edu	<u>LPortzer@HarrisburgU.edu</u>
Telephone	443-518-4370	717.901.5100, ext. 1614

Secondary Contact:

	Sending Institution	Receiving Institution
Contact	Mary O'Rourke, M.S.	Teri Mickle
Title of Contact	Senior Director Advising, Completion and Transfer	Director of Articulation
Email	morourke@howardcc.edu	TMickle@HarrisburgU.edu
Telephone	443-518-4778	717-901-5131

If there is a change in staff or position, the Institutions will promptly provide updated contact information.

- 1. This agreement shall be effective on the date that it is signed by the appropriate and authorized representatives of each Institution.
- 2. The Institutions may, at their sole discretion, terminate this Agreement upon 90 days written notice.
- 3. The Institutions will conduct a comprehensive review of this Agreement to ensure that information for students and staff is up to date. The review process will be initiated by HU. Additionally, all students accepted by HU or those who have submitted an application to HU at the time a notice of termination is delivered will continue to receive the benefits outlined in this Agreement.
- 4. Modifications to this Agreement can only occur through a written amendment executed by both institutions, following the same formality as the original agreement.
- 5. This Agreement may be modified only by mutual written consent between the Institutions. Additionally, any provisions of this Agreement that remain to be performed or are intended to be applicable following the expiration or termination of this Agreement will survive the expiration/termination of this Agreement.

- 6. The relationship between the Institutions is that of independent contractors. They are not considered partners, joint ventures, or any other relationship beyond independent contractors.
- 7. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any such assignment is expressly prohibited and will be deemed invalid.
- 8. If a court of competent authority declares any provision of this Agreement invalid, or if the parties find that a provision conflicts with applicable federal, state, or local law or regulation, the remaining provisions of this agreement will remain unaffected and in full force.
- 9. Waiving a breach of any terms in this Agreement does not constitute a waiver of subsequent breaches or defaults, whether of the same or similar nature. Such waivers are valid and binding only when in writing and signed by both parties.
- 10. The Institutions are only liable to each other as outlined within the Agreement. This includes liability related to personal injury, property damage, and other matters. By signing this Agreement, neither party waives any legal claims or defenses.

G. Governing Law

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and the laws of the State of Maryland.

H. Notice of Agreement

- 1. The Institutions agree to distribute copies of the Agreement to relevant individuals and departments within both Institutions. This includes students, academic department chairs involved in transfers, and offices such as the president's, provost's, admissions, advising, financial aid, registrar, and recruitment offices.
- 2. Upon formal approval of the Agreement, joint marketing and promotion will collaboratively be developed by representatives from the Institutions. They may use each other's logos and trademarks for promoting the Agreement, provided the other party approves such usage. The Institutions do not gain any right, title, or interest in the name or trademark.
- 3. This Agreement is non-exclusive, allowing the Institutions to engage in similar contractual arrangements with other institutions.

I. Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

J. Representations and Warranties of the Parties

The Institutions affirm that the statements below are accurate and will remain so from the Effective Date of this Agreement throughout its term.

1. The Institutions acknowledge their understanding of the terms and conditions outlined in this Agreement by signing below. Each signatory represents and warrants that they are authorized to sign on behalf of their organization, agreeing to all the terms and conditions. This Agreement constitutes

the comprehensive understanding between the Institutions regarding this subject matter, superseding any prior negotiations or agreements.

- 2. The Institutions commit to remaining in compliance with all applicable federal, state, and local statutes, laws, ordinances, and regulations relating to this Agreement. These obligations apply even if these laws are amended over time.
- 3. The Institutions have taken all necessary actions to approve and execute this Agreement.

IN WITNESS WHEREOF, the Institutions hereby execute this Agreement through their duly authorized representatives.

Harrisburg University of Science & Technology	Howard Community College
Eric D. Darr, Ph.D. President	Daria J. Willis, Ph.D. President
<u>08.05.2024</u> Date	Date
Cally	Dr. Shantay Grays Digitally signed by Dr. Shantay Grays Date: 2024.09.20 10:31:49 -05'00'
Cameron McCoy, Ph.D. Provost and Chief Academic Officer	Shantay R. Grays, Ed.D. Provost and Executive Vice President
August 5, 2024 Date	Date