



COMMONWEALTH UNIVERSITY OF PENNSYLVANIA

State System of Higher Education

Career and Technology Articulation Agreement

Between

Commonwealth University of Pennsylvania

And

Middle Bucks Institute of Technology

Health and Exercise Science Program

WHEREAS Commonwealth University of Pennsylvania (hereafter “the University”) is an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania, and Middle Bucks Institute of Technology, hereinafter referred to as “the District”, is a public school district under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the University offers a degree in Health and Exercise Science the District offers Rehabilitation Aide (CIP 51.2604); and

WHEREAS, both institutions desire to facilitate the transition of students from K-12 to the aforementioned degree program to award college-level credit for prior learning for completion of the Rehabilitation Aide (CIP 51.2604), to a matriculated student at the University, and to apply that credit toward the degree in Health and Exercise Science at the university; and

WHEREAS, subject to the terms of this agreement, the student who has completed the Rehabilitation Aide (CIP 51.2604), program of study at the District shall receive up to 10 credits towards the Health and Exercise Science program at the University,

NOW THEREFORE, the University, with the Lock Haven campus as the home campus for the agreement, and the District official confirm the following terms of this agreement.

Principles of Agreement

- A. A student who has successfully mastered the competencies and skills of the, Rehabilitation Aide (CIP 51.2604), will be eligible to receive the following college credit upon enrollment in the Health and Exercise Science Program at the University. The student must complete the District courses below with a minimum grade of B in their program of study, and a minimum 3.0 GPA overall. Students must achieve a proficient or advanced score on the NOCTI exam. Credits only, not grades, will be recorded on the University transcript for these courses, so these credits will not be used to calculate the student’s University grade point average

Course Number	Course Title	Credits
HLSC102	Orientation of Health and Exercise Science Careers	1 credit
HLSC104	Personal Nutrition and Wellness	3 credits
EXER255	Functional Anatomy	3 credits
EXER261	First Aid and Safety (students must earn American Red Cross Adult and Pediatric First Aid / CPR / AED certification, or the equivalent)	3 credits

Total credits: 10

B. To participate in this program, a student must apply and be admitted to the University within one semester after graduation and after completing of completing the Rehabilitation Aide (CIP 51.2604), program. District students must submit their Commonwealth University of Pennsylvania admission application complete with all required components:

- 1 Student(s) must have an overall high school GPA of a 2.5 or higher to be considered for admissions.
- 2 Students must submit documentation demonstrating the required knowledge, skills, and competencies in Rehabilitation Aide (CIP 51.2604)
- 3 Students must maintain a minimum course(s) grade at the CTC of a B and a 3.0 in this program , as determined by the academic pathway program, and score proficient or advanced on NOCTI
- 4 Matriculated students must complete the FAFSA to be eligible for financial aid.
- 5 Application fee is waived.

C. The District and the University agree to market this program. The District will promote and market the program to students, guidance counselors, teachers, and administrators in their schools. Student's parents will be informed about the availability of the program through appropriate channels. The University will assist the District in marketing the program at the secondary level. The District will provide the University with opportunities to promote and market their department options to students in the program, parents, guidance counselors, teachers, and administrators.

D. To ensure that students entering the Health and Exercise Science program schedule appropriate courses, the student must contact an academic advisor in the appropriate department each semester to assist in making the most advantageous course selections.

E. Both the District and the University will identify an appropriate contact person who will monitor compliance with the terms of this agreement. The District and the University agree to notify each other immediately of any modification in the courses, curriculum, competency lists, or any aspect of the articulated programs during the term of this agreement.

Terms and Conditions

- A. *Term of Agreement.* The term of this agreement shall be five (5) years from the effective date of the Agreement. For the purposes of this section, the effective date shall be deemed to be the date of the final Commonwealth signature.
- B. *Termination of Agreement.* Either party may terminate this agreement for any reason with ninety (90) days' notice. In the event of a substantial breach, either part may terminate this agreement upon occurrence of the breach by written notice that may be less than 90 days. Should this agreement be terminated, it is understood that the termination will not apply to students already accepted to the University under terms of this agreement but not yet enrolled in classes.
- C. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall be used to govern and interpret this Agreement.
- D. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 regarding 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. The University students are protected by Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. The District agrees to cooperate with the University in its investigation of claims of discrimination or harassment.
- E. *Reporting of Sexual Violence and Sexual Harassment.* The District shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking, or sexual harassment to the University Title IX Coordinator, Jennifer Raup, jraup@commonwealthu.edu; 570-389-4808.
- F. *Modification of the agreement.* This agreement shall only be modified in writing with the same formality as the original agreement.
- G. *Relationship of Parties.* The relationship between the Parties are independent contractors. Nothing within this Agreement shall be construed as creating a partnership joint venture, or any other relationship.
- H. *Liability.* Neither of the parties shall assume any liabilities because of this Agreement and the Parties shall not be liable for the acts or omissions of the other. Nothing in this Agreement shall be construed to limit or waive any defenses under the law. This provision will not be construed to limit Commonwealth University's rights, claims, or defenses which arise as a matter of law pursuant to any provisions of this contract, including sovereign immunity of the Commonwealth of Pennsylvania or of the Pennsylvania State System of Higher Education.
- I. *Entire Agreement.* This Agreement represents the entire understanding between the parties.
- J. *Right to Privacy.* In accordance with the Family Educational Rights and Privacy Act (FERPA) the University and the District agree to exchange data relevant to the agreement to support the maintenance and improvement of the agreement, enhance the transfer process, promote effective cooperation, and ensure student success.

K. *Administration of the Agreement.* The University and the District CTC will ensure the appropriate institutional personnel including but not limited to admissions staff, counselors, career planning officers, career placement officers, administrators, faculty, and staff are aware of and able to support the articulation agreement.

L. *Advertising, Promotion, and Recruitment.* No material or advertising related to the program or used to recruit students for the program may be distributed to the public until its entire form and substance have been approved by the institutions named in this agreement.

Authorization of Agreement

This agreement is entered into as of this February 23, 2024 date by and between the Commonwealth University of Pennsylvania and Middle Bucks Institute of Technology. The parties have caused this Articulation Agreement to be executed by their duly authorized officers on this date.

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President, Commonwealth University of Pennsylvania *Date*

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*Provost and Senior Vice President of Academic Affairs
Commonwealth University of Pennsylvania* *Date*

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Superintendent, Middle Bucks Institute of Technology *Date*

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PASSHE Legal Counsel *Date*