

ARTICULATION AGREEMENT
BETWEEN
LOCK HAVEN UNIVERSITY OF PENNSYLVANIA
AND
KUTZTOWN UNIVERSITY OF PENNSYLVANIA

WHEREAS, Lock Haven University of Pennsylvania (Lock Haven) offers a Master of Science in Sport Science (MS in Sport Science);

WHEREAS, Kutztown University (Kutztown) offers a Bachelor of Science in Psychology (BS in Psychology);

WHEREAS, the Board of Governors of the Pennsylvania State System of Higher Education allows undergraduate students with at least junior standing to take graduate coursework that will apply to both programs as per Procedure/Standard Number 2016-25-A;

WHEREAS, both institutions desire to facilitate the transfer of graduate credits from Lock Haven to Kutztown where those graduate credits will count towards both the BS in Psychology/Kutztown and the MS in Sport Science/Lock Haven; and

WHEREAS, subject to the terms of this Agreement, a student enrolled in the BS in Psychology/Kutztown who has earned junior standing (completed at least 60 credits) and a 3.0 cumulative GPA or higher will be provisionally accepted into the MS in Sport Science/Lock Haven. Provisionally accepted students may enroll in up to 12 graduate credits in the MS in Sport Science program at Lock Haven prior to the completion of their undergraduate program. Upon graduation from Kutztown University with a BS in Psychology, provisionally accepted students will be admitted into the MS in Sport Science program at Lock Haven.

NOW THEREFORE, Lock Haven and Kutztown officially confirm the following terms of this Agreement:

Admission of Kutztown Student to LHU Graduate Courses: Prior to enrollment in MS in Sport Science/Lock Haven courses, the BS in Psychology/Kutztown student must have earned junior standing (completed at least 60 credits) and a 3.0 or higher cumulative GPA.

Student Transcript: The BS in Psychology/Kutztown student must forward an unofficial Kutztown transcript verifying junior standing and 3.0 or higher cumulative GPA prior to enrolling in MS in Sport Science/Lock Haven courses. Any costs associated with the transcript will be paid by the student.

Maximum Credits Permitted in Accelerated Program: Given that PASSHE Procedure/Standard Number 2016-25-A permits up to 40% of graduate program credits (rounded to the nearest whole number) to be applied to satisfy the undergraduate degree requirements, the BS in Psychology/Kutztown students provisionally accepted into the Lock Haven MS in Sport Science

program may earn a maximum of twelve MS in Sport Science/Lock Haven credits prior to completing the BS in Psychology at Kutztown.

Admission to MS in Sport Science/LHU: A student in the Kutztown BS in Psychology program may apply to and be provisionally accepted to the MS in Sport Science/Lock Haven program. To be formally accepted to the MS in Sport Science/Lock Haven program, a student in the Kutztown BS in Psychology program must complete the application process and meet the minimum admissions requirements.

Academic Policies and Requirements: The student, while enrolled at either institution, shall comply with each school's academic policies and requirements. However, the specific academic policies/degree requirements in effect for the MS in Sport Science degree as awarded by Lock Haven will be as such exists at the time of the student's matriculation into the MS in Sport Science/Lock Haven program.

Discipline Policies: The student, while enrolled at either institution, shall comply with each school's student code of conduct.

Credits Required for Master of Sport Science Degree: A minimum of 30 graduate credits must be successfully completed after which Lock Haven will award the MS in Sport Science and will be responsible for insuring the academic standards necessary for the awarding of the degree.

University Representatives/Monitors: Representatives from both institutions will be appointed to evaluate the Agreement in operation.

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.

The laws of the Commonwealth of Pennsylvania shall govern this Agreement. This agreement is not a legally binding contract and is not enforceable in a court or in the Pennsylvania Board of Claims. In the event of a dispute between the parties, advice and direction will be offered by the Office of the Chancellor of the State System of Higher Education.

The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

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 of the State System of Higher Education or the University.

This Agreement will last for five (5) years from the date of the final signature below. Either Lock Haven or Kutztown may terminate this agreement ninety (90) days after receipt of written notification to the other institution. All commitments made to students who have been accepted, but not yet completed the program at the University will be honored. In the event of a substantial breach, either party may terminate this agreement.

This Agreement represents the entire understanding between the parties. This Agreement shall only be modified in writing with the same formality as the original Agreement.

For Lock Haven University

For Kutztown University

President, or authorized designee

President, or authorized designee

Provost

Provost

Date

Date

APPROVED AS TO FORM & LEGALITY:

University Legal Counsel

6/3/2020