GUARANTEED ADMISSION AGREEMENT
BETWEEN
WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
ON BEHALF OF
WEST VIRGINIA UNIVERSITY
AND
LOCK HAVEN UNIVERSITY

THIS GUARANTEED ADMISSION AGREEMENT, is made and entered into on this January 24, 2017, by and amongst West Virginia University Board of Governors on behalf of West Virginia University (hereinafter referred to as "WVU") and Lock Haven University (hereinafter referred to as "LHU").

I. PURPOSE

These guidelines are designed to facilitate and coordinate the articulation transfer processes and procedures, enhance advising, and promote the acceptance of equivalent courses/credits between WVU and LHU, allowing for an efficient and effective student transition between the two institutions.

This Agreement would establish a 3+2 program between LHU and WVU for students wishing to finish a B.S. degree in Engineering at WVU. In accordance with the terms and conditions of this Agreement, students will be required to have successfully completed the first three years of required engineering course work at LHU (see appended course equivalency pathways). Students will then complete the final two years of course work at WVU.

II. ELEMENTS OF THE AGREEMENT

A. Admissions Practices

1. WVU encourages applications from articulating LHU students who wish to pursue a baccalaureate degree program at WVU.

2. Articulating LHU students who have a transferable GPA of at least 2.0 and are in good standing are guaranteed admission to WVU. Guaranteed admission to WVU does not mean such students are guaranteed admission to their articulated majors without satisfying the WVU major criteria.

3. Students transferring from LHU to specific WVU programs must meet the same prerequisites, grade point average (GPA) and other admission criteria, as other native or transfer students applying to WVU programs. LHU students wishing to transfer to WVU’s Engineering Program must meet the minimum entrance requirements as established by WVU.

4. Reverse Articulation – Upon completion of the baccalaureate degree program at WVU, WVU’s Registrar will, at the expense of the student, send an official
transcript to LHU for each LHU student enrolled at WVU as part of this 3+2 Agreement.

B. Acceptance and Application of Credits

1. General Education – Transcripts of students at LHU will be reviewed by WVU to determine which of the general education requirements are met using the appended course equivalency pathways.

2. Transferring LHU applicants must follow all course hierarchies and meet all listed course and GPA requirements, as outlined by the approved WVU articulation pathway, for acceptance into their intended program. The ALEKS Math Assessment may be required for certain major specific courses, e.g. MATH or CHEM. Further information is included in the advising sheets specific to those majors.

3. College level course credits and grades accepted by WVU are transferrable. Grades of F, I, or U will be considered failing grades generating 0.0 points in the incoming/starting WVU CGPA calculation.

4. WVU will evaluate courses/credits earned through Advanced Placement (AP), College-Level Examination Program (CLEP), and International Baccalaureate (IB) programs. WVU also reserves the right to evaluate courses/credits earned at non-TESS (Transfer Equivalency System) institutions. Credit is not guaranteed for these sources and will be reviewed for credit consistent with WVU's standards and pre-established course equivalencies.

5. All credits and grades accepted as transfer credit will be used in the calculation of the cumulative grade point average and total attempted/earned credits. Students articulating from LHU will be required to complete their final 30 credit hours at WVU (in residence).

C. Update/Report/Relationship

WVU and LHU agree to review the agreement and relevant transfer course equivalencies annually. LHU will designate an individual to serve as liaison for the purposes of monitoring this agreement.

D. Amendments and Term of Effect

1. The curriculum transfer guides in effect at the time a student first enrolls at LHU will be honored by WVU if the student completes the coursework outlined in the prescribed pathway and successfully transfers to WVU within 4 years of that first enrollment at LHU.

2. All course-by-course transfer guides may be amended as needed.
3. This master agreement will remain in effect for 4 years from signing or until terminated by either party upon written notice to the other party of an intention to terminate. Such notice will be effective only if given one hundred eighty days prior to the intended date of termination. In the event that this agreement is terminated, the terms of the agreement contained herein will remain in effect for the LHU students accepted prior to the date of termination notice.

E. Miscellaneous

1. **Nondiscrimination.** 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, and 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. AIFS understands that Affiliated Institution 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.

2. 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.

3. **Severability.** If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable, or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the parties.

4. **Use of Name.** Neither party shall use the name or logo of the other party or their trade, assumed, or true names in any advertising, promotional, or other materials in any form of media without the prior written consent of that party. Requests to use WVU’s name or logo should be sent to the Director of Trademark Licensing at trademarklicensing@mail.wvu.edu.

5. **Entire Agreement.** This Agreement contains the entire agreement of the parties as to this subject matter and supersedes any previous oral or written negotiations and/or agreement.

6. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. Facsimile or scanned images of signatures upon this Agreement shall be binding on the party so signing as if an original signature and shall have the full force and effect thereof.

7. **Assignment.** This Agreement may not be assigned by either party without prior written notice to the other parties hereto.
8. Modifications. This Agreement may be modified at any time upon mutual consent in writing of the parties signed by all the parties hereto. Any proposed change must be made in writing, delivered in person or by registered mail to the other party.

9. FERPA. WVU and LHU acknowledge that many student records are protected by the Family Educational Rights and Privacy Act ("FERPA" 34 CFR § 99.33(a)(2)) and that student permission must be obtained before releasing specific student data. To the extent that each party receives personally identifiable information from educational records as defined in FERPA from the other party, each party agrees to abide by the limitation on re-disclosure set forth in FERPA, which states that the officers, employers, and agents of a party that receives education record information may use the information, but only for the purposes for which the disclosure was made. The Site shall protect the confidentiality of student records as dictated by FERPA and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as the date of their signatures of their duly authorized representatives.

WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
On behalf of WEST VIRGINIA UNIVERSITY
E. Gordon Gee, J.D., Ed.D., President, by

Joyce McConnell, J.D., L.L.M.
Provost

LOCK HAVEN UNIVERSITY

Donna Wilson, Ph.D.
Provost and Executive Vice President

University Legal Counsel
(Approved for Form & Legality)

3/16/17
Date

MAR - 8 2017
EFFECTIVE DATE