



**DUAL ADMISSIONS TRANSFER
ARTICULATION AGREEMENT**

Between

HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY

And

LACKAWANNA COLLEGE

Harrisburg University of Science and Technology (HU) and Lackawanna College (LC) agree to coordinate their respective programs for the associate and baccalaureate degrees. The principal beneficiaries of this effort are the LC students, who are served by current information about programs and protected by firm arrangements between the Parties.

This Dual Admission Transfer Agreement (Agreement) provides LC students the opportunity of planning a total baccalaureate degree program with HU at the outset of their college education as defined by this Agreement.

I. PRINCIPLES OF AGREEMENT

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

Dual Admissions

Under the Dual Admissions Transfer Agreement, LC students will be guaranteed admissions into HU on the condition that they:

- Complete an electronic "Dual Admissions Intent" form before completion of no more than 45 college level credits at Lackawanna College.
- Graduate from LC with an appropriate Physical Therapy Assistant Associate degree program; and plan to or have acquired a Physical Therapy Assistant license.
- Complete HU's admissions application once the student has completed 45 credits at LC and satisfy all other regular HU admissions requirements to include official transcripts and video essay.
- Do not attend another institution of higher education between the time they graduate from LC and enroll at HU.
- Enroll at HU within one year of LC graduation.

1. This Agreement applies to LC students who are scheduled to and/or have completed a Physical Therapy Assistant Associate of Science degree and are licensed physical therapy assistants (PTA).

2. Program requirements for a baccalaureate degree shall be the sole responsibility of HU.
3. HU exclusively controls its respective academic programs. Nothing contained in this Agreement or any subsequent formal agreement is, or intended to be, delegation of that control.

HU has sole authority over all final decisions regarding its program structure, delivery method, and course content; selection, retention, supervision, credentialing, evaluation, and termination of 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.

LC has exclusive control over its respective educational and training programs. Nothing contained in this Agreement or any subsequent formal agreement is, or intended to be, a delegation of that control.

LC has sole authority over all final decisions regarding its program structure, delivery method, and course content; selection, retention, supervision, evaluation, and termination of faculty; its admission, registration, discipline, termination, and assessment of students; evaluation of student progress; and the awarding and recording of credit independently, including the issuance of any HACC certificates of completion for advanced studies.

4. LC students who follow the prescribed HU baccalaureate degree requirements at LC and are scheduled to and/or have earned an associate degree in the transfer program at LC and will hold a physical therapy assistant license before entry into HU, may be admitted to HU.
5. A completed application and interview with a HU Admissions Counselor is required prior to acceptance.
6. The same criteria for transferring individual courses by other transfers to HU will be applicable to LC students. Specific course transfers must be completed with a grade of “C” (2.00 on a 4.00 scale) or better,
7. All students must be in good standing according to HU policy at the time of admission.
8. When program requirements change at HU, LC 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 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.

9. Credits earned at or transferred from LC will be limited to 70 credit hours. Students admitted into the Exercise Science program at HU will receive 56 credits once they have completed the Physical Therapist Assistant Associate of Science degree and are a license Physical Therapy Assistant.
10. The transfer representatives from both institutions recognizing the LC physical therapy degree requirements in the transfer programs shall develop articulated programs of study for students at LC. These programs of study will be reviewed by the appropriate LC academic division, which may make suggestions to the HU transfer representatives about specific course acceptability.
11. HU agrees to waive diagnostic testing for LC students who have achieved a grade of “C” or better in their college level general education courses in communication and college algebra.
12. Though remedial and orientation courses do not normally fulfill graduation requirements, HU will, on a course-by-course basis, treat transfer credit from LC for courses in remediation and orientation in the same manner as comparable courses at HU.
13. On a regular basis, aggregate and demographic data on former LC students will be transmitted to HU for the purpose of gathering appropriate data for research and for advising of future students. Caution will be exercised to ensure compliance with the Family Educational Rights and Privacy Act (FERPA).
14. LC 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.
15. LC students transferring to HU will receive consideration for campus housing on the same basis as existing HU students of equal class standing.
16. Upon transferring, LC students will become students of HU and subject to all HU’s policies and procedures including but not limited to those concerning academics and student behavior.
17. LC 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.
18. An informal review of programs will occur every two years for the purpose of updating information for students and staff. The review will be initiated by HU.
19. This Agreement shall be reviewed annually in December beginning in December 2024 and shall terminate in December 2027 subject to a new Agreement.

20. Upon formal approval of this agreement, joint advertising and promotion will be developed by the appropriate representative at each institution. The parties may utilize each other's trademarks in connection with promoting the Agreement, provided the other party pre-approves such use; neither party shall gain any right, title or interest in any name or trademark of the other party.

II. MUTUAL TERMS AND REQUIREMENTS

1. This Agreement is subject to change or modification by mutual written consent between the parties. Any provisions of this Agreement which remain to be performed or by their nature would be intended to be applicable following the expiration or termination of this Agreement shall survive the expiration/termination of this Agreement. Either party may terminate this Agreement with 90 days written notice. All students accepted by HU or who have applied to HU at the time a notice of termination is delivered will continue to receive the benefits of this Agreement.
2. Neither of the parties shall assume any liabilities to each other than those contained within this Agreement. Regarding liability to each other, including but not limited to death to persons and/or damages to property, the parties do not waive any causes of actions or defenses by signing this Agreement.
3. This Agreement is not exclusive, and the parties are free to contract with other institutions in a similar manner.
4. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law doctrine.
5. Neither party shall discriminate in the performance of this Agreement because of race, color, sex, sexual orientation, gender identity, age, religion, handicap, marital status, or national origin in violation of any applicable federal, state, or local law or regulation.
6. Both parties shall protect the confidentiality of student records as dictated by the 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.
7. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment is expressly prohibited and shall be deemed null and void.
8. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, or the parties determine any provision to conflict with any applicable federal, state, or local law or regulation, then the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect.

9. The waiver of a breach of any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach or default whether of the same or similar nature and shall not in any way affect the other terms. No waiver shall be valid or binding unless in writing and signed by the parties.
10. Any notice provided for or permitted under this Agreement shall be treated as having been given the next business day after being sent by nationally recognized commercial overnight courier or three business days after being postage prepaid by certified or registered mail, return receipt requested, to the party to be notified or upon receipt if delivered in person. Notices will be sent to the addresses set forth in this Agreement or such other address as may be provided from time to time.

LC: Lackawanna College
501 Vine Street
Scranton, PA 18509
Attn: Meegan Murray, PT, DPT, MS
CC: Kelly Musti, PT, DPT, GCS

HU: Harrisburg University of Science and Technology
326 Market Street
Harrisburg, PA 17110
ATTN: Beverly Magda, Ph.D.
CC: Lori Portzer, Ph.D.

11. The parties will cooperate to create all appropriate public, promotional announcements or press releases relating to this collaboration and will not make any independent announcements except as necessary to conduct the business contemplated by the agreement and activities necessarily related to it.
12. By signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of his/her organization to all the terms and conditions of this Agreement. This Agreement and any attachments, which are incorporated into this Agreement, constitute the full and complete understanding of the parties with respect to this subject matter and supersedes all prior negotiations, understandings, and agreements between the parties related to this subject matter.

Harrisburg University of Science and Technology


And

Lackawanna College

Authorize this agreement to become effective on December 18, 2023

For
HU


For
LC



Cameron McCoy, Ph.D.
Provost & Chief Academic Officer



Erica Barone Pricci
Signatory



Eric D. Darr, Ph.D.
President



Jill Murray
LC Signatory

Date 01.17.2024

Date 1/16/2024