

**Program Articulation Agreement
Between
Millersville University of Pennsylvania and Harrisburg Area Community College**

This Program Articulation Agreement is between:

BS in Communication with an option in Public
Relations
Millersville University of Pennsylvania
(Millersville, PA)

and

AS in Communication
Harrisburg Area Community College
(Harrisburg, PA)

Millersville University and Harrisburg Area Community College set forth the conditions upon which Millersville University of Pennsylvania will consider graduates of the AS in Communication to transfer for admission into the BS in Communication with an option in Public Relations at Millersville University of Pennsylvania.

Rationale for the Purpose of the Articulation Agreement

This agreement applies only to students completing the AS in Communication at Harrisburg Area Community College and wishing to articulate to the BS in Communication with an option in Public Relations at Millersville University of Pennsylvania.

Admissions Requirements and Transfer of Academic Credit

- 1) Students enrolled in the AS in Communication at Harrisburg Area Community College who wish to articulate to the BS in Communication with an option in Public Relations at Millersville University of Pennsylvania must complete the Millersville University of Pennsylvania admission process, including but not limited to: Millersville University of Pennsylvania admissions application, application fee, and submission of all official transcripts from secondary and post-secondary institutions.
- 2) Millersville University of Pennsylvania agrees that graduates of the Harrisburg Area Community College AS in Communication meet the admissions standards of the BS in Communication with an option in Public Relations Millersville University of Pennsylvania if they satisfy the following conditions:
 - a. Applicants with at least a 2.0 grade point average (GPA) at Harrisburg Area Community College are eligible for admission to Millersville University of Pennsylvania.
 - b. Prior to matriculation to Millersville University of Pennsylvania, the student will show successful completion of AS in Communication at Harrisburg Area Community College.
- 3) Millersville University of Pennsylvania agrees that graduates of the Harrisburg Area Community College AS in Communication program will be able to transfer courses and credit to Millersville University of Pennsylvania towards the BS in Communication with an option in Public Relations as follows:
 - a. Coursework completed at Harrisburg Area Community College towards satisfaction of the requirements for the BS in

Communication with an option in Public Relations will transfer to Millersville University of Pennsylvania as outlined in Appendix A of this agreement.

- b. All coursework transcribed at Harrisburg Area Community College beyond those outlined in Appendix A of this agreement will transfer to Millersville University of Pennsylvania and will be applied to the 120-credit total required for conferral of the baccalaureate degree at Millersville University.
- c. All students who transfer into Millersville University through this agreement will be required to fulfill all applicable residency requirements of Millersville University and the PA State System of Higher Education current at the time of matriculation into Millersville University.

Renewal or Termination of Articulation Agreement:

- 1) Harrisburg Area Community College agrees to promptly notify Millersville University of Pennsylvania of any substantive curricular modifications to the AS in Communication program and further agrees that the terms of this agreement will no longer hold unless Millersville University of Pennsylvania provides a written approval that the curricular changes do not alter the intent of the agreement.
- 2) Millersville University of Pennsylvania agrees to provide Harrisburg Area Community College with information about the BS in Communication with an option in Public Relations program at Millersville University of Pennsylvania and any changes to the curriculum, if they should occur.

Mutual Terms and Conditions:

- 1) 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 parties agree to cooperate in the investigation of any claims of discrimination or harassment.
- 2) 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.
- 3) The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- 4) Neither of the parties shall assume any liabilities to each other. As to liability to each other for injury or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this agreement. This provision shall not be construed to limit either parties' rights, claims or defenses which arise as a matter of law pursuant to any provisions of this agreement. Nothing in this Agreement shall be construed to limit

the sovereign immunity of the Commonwealth or of the State System of Higher Education or Millersville University

- 5) The terms of the agreement shall remain in effect, except as stipulated in certain previous terms as listed herein, for a period of five years, subsequent to the date of execution of this agreement, unless terminated by either party. Any party may terminate the agreement with or without cause, on the provision of 120 days written notice to the other party. All commitments made to students who have been accepted, but have not yet completed the program at Millersville, will be honored. In the event of a substantial breach, either party may terminate this agreement.
- 6) This Agreement shall only be modified in writing with the same formality as the original Agreement.
- 7) This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship. This Agreement supersedes any other agreements, restrictions, representations, or warranties, if any, between the two parties hereto with regard to the subject matter contained herein.

Millersville University of Pennsylvania and Harrisburg Area Community College have entered into this agreement on the indicated date as witnessed by the signatures below:

Dr. Daniel Wubah
President
Millersville University of Pennsylvania

Date

Dr. John Sygielski
President
Harrisburg Area Community
College

Date

Dr. Gail Gasparich
Provost and Senior Vice President for
Academic Affairs
Millersville University

Date

Dr. Alfred Griswold
VP of Academic Affairs
Harrisburg Area
Community College

Date

Approved for form and legality:

Jacqueline C. Fox
University Legal Counsel

Date

