

ARTICULATION AGREEMENT

BETWEEN

THE PENNSYLVANIA STATE UNIVERSITY

AND

MISERICORDIA UNIVERSITY
DALLAS, PENNSYLVANIA

This Articulation Agreement (“**Agreement**”) is entered into this 30th day of June, 2009, by and between THE PENNSYLVANIA STATE UNIVERSITY through Penn State Hazleton, 76 University Drive, Hazleton, PA 18202 (“**PSU**”), and MISERICORDIA UNIVERSITY, 301 Lake Street, Dallas, PA 18612 (“**MU**”) (both PSU and MU may be individually referred to herein as a “**Party**” and collectively as the “**Parties**”).

BACKGROUND

WHEREAS, the Parties are both institutions of higher education dedicated to providing their students with as many educational opportunities as possible; and

WHEREAS, PSU offers an Associate in Science degree in Physical Therapist Assistant program which is designed to prepare students for careers in physical therapy; and

WHEREAS, many students who attend PSU and participate in PSU’s Physical Therapist Assistant degree programs discover, before or after beginning the PSU programs, their desire to obtain a Doctor of Physical Therapy degree (“**PSU PTA Students**”); and

WHEREAS, MU offers a Doctor of Physical Therapy degree program designed to prepare students for careers in physical therapy; and

WHEREAS, the Parties mutually desire to facilitate the transfer of academic credits from PSU’s Associate in Science degree in Physical Therapist Assistant program to the Doctor of Physical Therapy degree program offered by MU (the “**DPT Program**”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties, intending to be legally bound, agree as follows:

1. **Admission to MU.** During each year of the Term (hereinafter defined), MU shall admit to the DPT Program, upon application, a minimum of two (2) PSU PT Students who have satisfied all of the admission requirements listed in **Section 2** below. All PSU PT Students admitted to MU under this Agreement shall, upon admission and enrollment, become students of MU and shall become subject to all MU policies and regulations.

2. **Admission Requirements.** All PSU PT Students transferring under this Agreement to the DPT Program from PSU must:

A. have completed and been awarded an Associate in Science degree with a major in Physical Therapist Assistant at PSU;

B. have completed and been awarded a Bachelor's degree at PSU;

C. be in good academic standing at PSU at the time of admission to the DPT Program;

D. have followed the appropriate application process in applying to MU, including, but not limited to, the submission of the following to MU:

(1) a letter of interest in participating in articulation agreement (sent at time of graduation with Associate in Science degree with a major in Physical Therapist Assistant at PSU);

(2) a letter of intent to participate in articulation agreement;

(3) complete transcripts for any and all accredited college level courses;

(4) minimum of two (2) letters of recommendation (one letter must be from an academic faculty member at PSU); and

(5) a plan of study explaining how any outstanding admission requirements will be met prior to the intended matriculation at MU;

- E. have a minimum cumulative grade point average of 3.0 on a 4.0 scale;
- F. have earned grades of "C" or better in all coursework related to the Associate in Science degree with a major in Physical Therapist Assistant;
- G. have a minimum grade point average of 3.0 on a 4.0 scale for the prerequisite courses listed in **Section 2(H)** immediately below; and
- H. have completed all of the prerequisites courses listed on the attached **Exhibit "A"** which is attached to and made part of this Agreement.
- I. New GRE scores are required for applicants whose SAT, GRE, or ACT scores are more than 5 years old at the time of application.

4. **Competitive Admission.** PSU PT Student admission into the DPT Program shall be accomplished on a competitive basis. No individual PSU PT Student shall be guaranteed admission to the DPT Program under this Agreement, and no such student shall be considered a third party beneficiary of this Agreement.

5. **Transfer of Credits.** Except for those credits earned by PSU PT Students in courses that are listed on the attached **Exhibit "A,"** the transfer of any additional academic credits from PSU to MU shall be governed by MU policies and procedures.

6. **Changes to Curriculum.** Each Party shall notify the other within ninety (90) days of a change in such Party's curriculum which may affect this Agreement.

7. **Representatives.** The following named representatives from each Party are hereby appointed as the applicable Party's representative responsible for monitoring this Agreement for each Party. Any notice required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered to the Party's representative, mailed by regular U.S. mail and addressed as followed, or sent by any means of electronic message transmission with delivery confirmed (by voice or otherwise) to the electronic mail address or facsimile number listed below:

MU's representative: Susan P. Barker, PT, PhD
Address: 301 Lake Street
Dallas, PA 18612
E-mail: sbarker@misericordia.edu
Fax: (570) 674-8096

PSU's representative: Rosemarie Petrilla, PT, DPT
Address: 76 University Drive
Hazleton, PA 18202
E-mail: rxp21@psu.edu
Fax: (570) 450-3573

Either Party may appoint a replacement representative by given notice as provided for in this **Section 7**.

8. **Term.** This Agreement shall commence on June 30, 2009 (the "**Effective Date**"), and will continue through October 1, 2010, unless otherwise earlier terminated as provided herein (the "**Initial Term**"). If signed after the Effective Date, this Agreement shall be deemed retroactive to the Effective Date. Unless either Party provides written notice to the other Party of its intention not to renew this Agreement within thirty (30) days prior to the expiration of either the Initial Term or a Renewal Term (as defined herein), this Agreement shall automatically renew for an additional one (1) year period and continue to renew thereafter for successive one (1) year periods (each a "**Renewal Term**").

9. **Termination.** Either Party may terminate this Agreement at any time, and for any reason, by providing ninety (90) days written notice to the other Party. Notwithstanding anything to the contrary in this Agreement, students in progress at the time of termination of this Agreement will be permitted to complete their PSU program of study and transfer to the DPT Program under the terms of the Agreement.

10. **Financial Assistance.** Students who enroll in the DPT Program under the terms of this Agreement shall have the same eligibility for financial assistance and academic scholarships as all other MU students.

11. **Other Programs at MU.** This Agreement is strictly limited to the DPT Program at MU. Nothing in this Agreement shall be interpreted as granting admission to any PSU student (including but not limited to any PSU student) in any MU program other than the DPT Program.

12. **Governing Law.** This Agreement shall be governed by and construed under the law of the Commonwealth of Pennsylvania, without regard to any conflict or choice of law provisions which would cause the application of the laws of any other jurisdiction.

13. **Assignment.** Neither Party may assign its rights nor delegate its obligations under this Agreement unless the other Party's written consent is obtained prior thereto. Any such assignment or delegation without such consent shall be void.

14. **Entire Agreement.** This Agreement shall constitute the full and entire understanding and agreement between the Parties with regard to the subject matter herein.

15. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not modify, define, limit, expand or otherwise affect in any way the meaning or interpretation of this Agreement.

16. **Warranties.** Each Party hereby represents and warrants to the other Party that the undersigned officers for each Party have the full power and authority to execute and deliver this Agreement and perform the obligations of the applicable Party hereunder, and no further action or authorization is necessary on the part of such Party or the undersigned officers in order to consummate the transactions herein contemplated.

17. **Independent Contractors.** Nothing herein shall be construed to create a joint venture or partnership between the Parties or an employee/employer relationship. Both Parties shall at all times be independent contractors pursuant to this Agreement. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

18. **Binding Effect; Third Party Beneficiaries; Assignment.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective

legal representatives, successors and permitted assigns. Except as expressly set forth herein, nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties, or their respective legal representatives, successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

19. **Severability**. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and any such provision, to the extent invalid or unenforceable, shall be replaced by a valid and enforceable provision which comes closest to the intention of the parties underlying such invalid or unenforceable provision.

20. **Counterparts**. This Agreement may be executed in two or more counterparts (including by means of facsimile), each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

[signature page follows]

IN WITNESS WHEREOF, Misericordia University and The Pennsylvania State University have caused this Assignment to be executed as of June 30, 2009.

MISERICORDIA UNIVERSITY:

THE PENNSYLVANIA STATE UNIVERSITY:

Michael MacDowell President Misericordia University <i>Michael MacDowell</i>	Date 9/2/09	Gary M. Lawler, Chancellor Pennsylvania State University Hazleton Campus <i>Gary M. Lawler</i>	Date 8/12/09
Mari P. King Vice President of Academic Affairs Misericordia University <i>Mari P. King</i>	Date 9/2/09	Monica Gregory Director of Academic Affairs Pennsylvania State University Hazleton Campus <i>Monica Gregory</i>	Date 9.12.09
Jean Dyer, Dean of Health Sciences Misericordia University <i>Jean Dyer</i>	Date 9/2/09	Rosemarie Petrilla, Program Coordinator of the Physical Therapist Assistant Program Pennsylvania State University Hazleton Campus <i>Rosemarie Petrilla</i>	Date 9/2/09
Susan P. Barker, Chair Department of Physical Therapy Misericordia University <i>Susan P. Barker</i>	Date 9/2/09	John J. Romano, Vice President for Commonwealth Campuses <i>John J. Romano</i>	Date 8/18/09
		Robert N. Pangborn, Vice President and Dean for Undergraduate Education <i>Robert N. Pangborn</i>	Date 8/20/09

Exhibit "A"

PREREQUISITE COURSES

		Credits
•	CHM 104 General Chemistry with lab	4
•	CHM 105 Introduction to Organic Chemistry with lab	4
•	PHY 117 Introductory Physics I with lab	4
•	PHY 118 Introductory Physics II with lab	4
•	BIO 211 Anatomy and Physiology I with lab	4
•	BIO 212 Anatomy and Physiology II with lab	4
•	PSY 123 Introduction to Psychology	3
•	SOC 101 Comparative Sociology	3
•	MTH 115 Basic Statistics	3
•	PSY 275 Child and Adolescent Psychology	3
•	PSY 290 Psychopathology	3

MU will accept the courses completed at PSU listed below toward the required prerequisite courses listed above, provided a grade of "C" or better has been achieved in the course as PSU:

<u>PSU Course</u>	<u>MU Course</u>
BIO 129 Mammalian Anatomy	BIO 211 Anatomy & Physiology I
BIO 141 Physiology	BIO 212 Anatomy & Physiology II
BIO 142 Physiology Lab	
PHYS 150 Technical Physics I	PHY 117 Introductory Physics I
PHYS 151 Technical Physics II	PHY 118 Introductory Physics II
CHEM 110 Introductory Chemistry	CHM 104 General Chemistry
CHEM 202 Organic Chemistry	CHM 105 Introduction to Organic Chemistry
PSY 100 Psychology	PSY 123 Introduction to Psychology
PSY 213 Introduction to Developmental Psychology	PSY 275 Child & Adolescent Psychology
PSY 470 Abnormal Psychology	PSY 290 Psychopathology
SOC 001 Introductory Sociology	SOC 101 Comparative Sociology
STAT 100 or 200	MTH 115 Basic Statistics