

**AGREEMENT: BLOCK TRANSFER OF STUDENTS
BETWEEN
WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
ON BEHALF OF
WEST VIRGINIA UNIVERSITY
And
HARRISBURG AREA COMMUNITY COLLEGE**

THIS AGREEMENT (“Agreement”), is made and entered into on this 25th day of April, 2017, by and between **West Virginia University Board of Governors on behalf of West Virginia University (WVU)**, and **Harrisburg Area Community College (HACC)**.

I. PURPOSE

The parties believe that cooperative programs benefit the community, employers, and students in their regions. It allows smooth transition for students transferring between institutions and maximizes allowable transfer of credits. Therefore, WVU and HACC are entering into the following agreement for articulation.

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 HACC allowing for an efficient and effective transition from an Associate’s degree to a Baccalaureate degree.

II. PRINCIPLES OF AGREEMENT

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

[W0057684.1]

1. WVU agrees that if a student satisfactorily completes the *Associate of Arts* or the *Associate of Science Degree* from HACC and presents the appropriate transcript documentation of such to the Registrar of WVU, he/she:
 - a. Will receive full recognition of that degree and will have all credits applied toward the completion of a Bachelor's degree.
 - i. Dependent upon a student's chosen major at WVU, certain coursework and credits will only be applicable as elective credit towards completion of the 120 minimum credit hour requirement for a baccalaureate degree.
 - b. Is assured admission to WVU with a junior level standing.
 - c. Will be awarded a Bachelor's degree after the appropriate personnel at WVU have determined that the requirements for the baccalaureate degree have been completed.
 - d. WVU encourages applications from articulating HACC students who wish to pursue a baccalaureate degree program at WVU (post AA or AS).
 - e. Articulating HACC students who graduate with an AA or an AS degree and 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.
 - f. Students transferring from HACC 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.
 - g. International students from countries where the native language is not English must have a minimum TOEFL score of five hundred (500) (paper based), IBT TOEFL sixty-one (61) and IELTS 6.0.
2. Students transferring without an *Associate of Arts* or the *Associate of Science Degree* from HACC will have credits evaluated on a course by course basis.
 - a. This includes students who complete an Associate of Applied Science Degree from HACC that are not clearly mapped to a WVU program, as many AAS required courses are not transferrable to WVU.
3. The same criteria for transferring individual courses by other transfers to WVU will be applicable to HACC students. Specific course transfers must be completed with a grade of "C" (2.00 on a 4.00 scale) or better, unless specific departments require a higher grade point average (GPA).

4. Credits earned at or transferred from HACC will be limited to 72 credit hours
5. HACC transfer students with 30 or more transfer credits accepted at the time of admission to WVU will be waived from the FYS 100: First Year Seminar requirement. A student may need a three-credit elective course to meet the graduation credit requirement in place of this waiver.
6. No time limit (years) shall be placed on the acceptance of credit transferable from HACC to WVU unless there is a specific policy limitation for native WVU students.
 - a. WVU reviews equivalencies from partnering institutions on a rotational basis to confirm alignment of course content and to ensure student success in subsequent coursework.
 - b. Transfer students are bound by the catalog year in which they are admitted to WVU. Students who transfer to WVU outside of an articulated plan of study should work closely with advisors within their intended major at WVU to be aware of any possible curriculum changes that may impact their timeline to graduation.
7. WVU agrees to waive diagnostic testing for HACC students who have achieved a grade of "C" or better in their equivalent prerequisite coursework.
 - a. Certain general education courses at WVU are terminal in nature. WVU students who complete such courses and elect to change majors may be required to complete diagnostic testing for appropriate coursework in their new program. Similarly, HACC students who take equivalent terminal general education coursework, may need to take diagnostic testing if they select a WVU program with more advanced requirements.
 - b. General Education – Transcripts of students completing an AA or an AS at HACC will be reviewed by WVU to determine which of the general education requirements are met.
8. HACC students transferring to WVU will be treated the same as native WVU students of equal class standing when applying for financial aid and in the award and distribution of funds.
9. HACC students transferring to WVU will be treated the same as native WVU transfer students of equal grade point average standing in the review and award of Scholarships.
10. HACC students transferring to WVU will receive consideration for campus housing on the same basis as newly enrolling students.
11. HACC students transferring to WVU will receive equal opportunity to pre-register for classes and have access to other student services on the same basis as native WVU students of equal class standing.

12. WVU and HACC will ensure that they maintain accreditation with the appropriate regional accrediting body and ensure that all operations will be in keeping with accreditation requirements of the two institutions.
13. Transferring HACC 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.
14. 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.
15. 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-TES (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.
16. WVU will maintain course equivalency information and make this information readily available to HACC.
17. 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. Transfer credits from community colleges and junior colleges are limited to seventy-two (72) hours of lower-division courses. Students articulating from HACC will be required to complete their final thirty (30) credit hours at WVU (in residence).
18. WVU and HACC agree to review the agreement and relevant transfer course equivalencies annually. WVU will designate an individual to serve as liaison for the purposes of monitoring this agreement.
19. Each party shall be separately responsible for compliance with all federal and state laws, including nondiscrimination laws, in particular, the provision that illegal discrimination by either party may be considered a material breach of this agreement.

III. AMENDEMENTS AND TERM OF EFFECT

1. The curriculum transfer guides in effect at the time a student first enrolls at HACC will be honored by WVU if the student completes an AA or an AS degree and successfully transfers to WVU within four (4) years of that first enrollment at HACC.
2. All course-by-course transfer guides may be amended as needed.

3. This agreement will remain effect for four (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 (180) days prior to the intended dated of termination. In the event that this Agreement is terminated, the terms of the Agreement contained herein will remain in effect for the HACC students accepted prior to the date of termination notice. This agreement will be reviewed every three years, imitated by HACC. Students in progress will be permitted to complete their HACC program and then transfer.

IV. MISCELLANEOUS

1. Non-Discrimination. The parties shall not discriminate on the basis of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression.
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. Liability. Each party agrees that it shall be responsible for all demands, claims, damages to persons and/or property, losses or liabilities, including reasonable attorney fees arising out of or caused by the party's negligence or intentional misconduct, if assessed by a court of competent jurisdiction to be the responsibility of that party.
4. 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.
5. 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.
6. Entire Agreement. All "pathway", "suggested plan of study", or other agreements pertaining to the courses to be taken in relation to the transfer process contemplated herein are incorporated herein by reference. Otherwise, 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.
7. 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.

8. **Assignment.** This Agreement may not be assigned by either party without prior written notice to the other parties hereto.
9. **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.
10. **FERPA.** Affiliate acknowledges that students' educational records are protected by the Family Educational Rights and Privacy Act ("FERPA" 34 CFR § 99.33(a)(2)) and that, in most instances, student permission must be obtained before releasing specific student data to anyone other than WVU. To the extent that HACC receives from WVU personally identifiable information from educational records as defined in FERPA, Affiliate agrees to abide by the limitation on re-disclosure set forth in FERPA, which states that the officers, employees, and agents of a party that receives education record information from WVU may use the information, but only for the purposes for which the disclosure was made. WVU agrees to provide guidance to HACC with respect to complying with FERPA.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURES TO FOLLOW ON
NEXT PAGE.]**

WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS

ON BEHALF OF

WEST VIRGINIA UNIVERSITY

And

Harrisburg Area Community College

IN WITNESS WHEREOF, the parties authorize this agreement to be executed as the date of the signatures of their duly authorized representatives.

For WVU

**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


5.22.17
Date

For Harrisburg Area Community College


Dr. John J. "Ski" Sygielski

President

5/8/2017
Date


Dr. Cynthia Doherty,
Provost/Vice-President, Academic Affairs

5/8/2017
Date