TRANSFER AND ARTICULATION INTERAGENCY AGREEMENT

This Agreement (the “Agreement”) is made and entered into this _____ day of __________, __________, by and between the Pennsylvania Department of Education (“Department”) and ___________________________________________________________________, (hereinafter called the “Institution”)

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania amended the Public School Code of 1949 by adding Article XX-C “Transfers of Credits Between Institutions of Higher Education” (24 P.S. § 20-C) and thereby establishing the Statewide Transfer and Articulation System (referred to herein as the “Statewide Articulation System”; and

WHEREAS, 24 P.S. § 20-2002-C requires public institutions of higher education in Pennsylvania to participate in the Statewide Articulation System; and

WHEREAS, 24 P.S. § 20-2006-C permits State-related institutions and independent institutions of higher education in Pennsylvania, as defined, to elect to participate in the Statewide Articulation System; and

WHEREAS, the Institution, through its governing body, has adopted the equivalency standards as provided for in subsection 2004-C(c)(1) and has agreed to abide by the duties prescribed in 24 P.S. § 20-C of public institutions of higher education; and

WHEREAS, the Department and the Institution agree that this Agreement enumerates the responsibilities, obligations, rights and privileges of the Institution, which has elected to participate in the Statewide Articulation System.

NOW, THEREFORE, the Department and the Institution enter into this Agreement intending to be legally bound and mutually agree as follows:

1. The term of this agreement shall commence on ___________________________, and shall continue through each succeeding academic year, commencing with the ____________ academic year, until and unless the institution notifies the Department of its intention to terminate the agreement. If an institution seeks to terminate its agreement to participate in the Statewide Articulation System, it must notify the Department by November 15 of the year prior to the academic year when termination is desired.

2. The Institution, which has elected to participate in the Statewide Articulation System, agrees to comply with the following responsibilities and obligations:

   a. Have its President (or a respective designee) represent the Institution as a voting member of TAOC and to assume all responsibilities in accordance to the Pennsylvania Department of Education Transfer and Articulation Oversight
Committee Governance, Policies and Procedures (referred to herein as the “Manual”);

b. Adopt, through its governing body the foundation course equivalency standards developed by the Transfer and Articulation Oversight Committee (“TAOC”) and apply them in each academic year during the term of this Agreement;

c. Submit foundation courses to be reviewed by the subcommittees of the TAOC prior to the commencement of each academic year;

d. Identify course equivalencies for all TAOC-approved courses;

e. Accept for transfer, credits in all courses approved by the TAOC review process and apply these credits towards graduation requirements in accordance with the Manual;

f. Participate in the development of statewide program-to-program articulation agreements that allow students to transfer with full junior standing the associate of arts or associate of science degree into a parallel baccalaureate program;

g. Identify associate degree programs for full transfer and acceptance into a parallel bachelor degree at a participating institution and/or identify parallel bachelor degree(s) for full transfer and acceptance of articulated associate degrees under the TAOC-approved statewide program-to-program articulation agreements, as applicable;

h. Submit annual transfer data to the Department in accordance with 24 P.S. § 20-C and the Manual;

i. Participate in the Statewide Articulation System for the entire academic year for each academic year during which the Institution remains a party to this agreement;

j. Make any reasonable changes and modifications to its foundation courses, including the strengthening of the courses, to ensure equivalency of its credits among the other participating institutions;

k. Abide by all policies, procedures and decisions of the TAOC Dispute Resolution Subcommittee;

l. Subscribe to the Department’s selected electronic articulation database or software program and portal;

m. Submit existing transfer and articulation agreements, transfer credit policies and transfer credit appeal policies annually to the Department; and

n. Comply with all future TAOC requirements implemented as rules, policies or procedures that are communicated to and affect participating institutions.

3. The Department agrees to provide the following rights and privileges to the Institution, as a participant in the Statewide Articulation System:

a. Include the Institution as part of the Statewide Transfer and Articulation System;
b. Provide the Institution with access to all Statewide Articulation System benefits and electronic databases or software programs as they relate to the state transfer system;

c. List the Institution on the Pennsylvania Transfer and Articulation Center (“PA TRAC”), the statewide transfer portal that provides students, parents and advisors direct access to transfer information, including articulation agreements for all participating institutions; and

d. Include the Institution in the Commonwealth’s marketing and promotion of PA TRAC and the Statewide Articulation System.

4. Termination of Agreement  In addition to the Institution’s annual right to terminate this agreement in accordance with paragraph one (1) above, the Department may terminate this agreement at any time for its convenience or if the Institution fails to satisfy its responsibilities under paragraph two (2) above. The Department shall provide written notice of termination and of the effective date thereof, at which point the rights afforded under paragraph three (3) will cease.

IN WITNESS WHEREOF, the parties have executed this Agreement:

Authorized Representatives for the Institution. If this Agreement is signed by anyone other than the holder of specific titles below, then the Agreement must be accompanied by a Board resolution or Board minutes clearly establishing that the signer, by name and title, has the authority to sign the Agreement and bind the organization:

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<thead>
<tr>
<th>Print Name and Circle Title: President or Vice President</th>
<th>Signature of President or Vice President</th>
<th>Date</th>
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<tr>
<th>Print Name and Circle Title: Secretary or Treasurer</th>
<th>Signature of Secretary or Treasurer</th>
<th>Date</th>
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Authorized Representative for the Department:

DEPUTY SECRETARY
OFFICE OF POSTSECONDARY AND HIGHER EDUCATION
PENNSYLVANIA DEPARTMENT OF EDUCATION

DATE