

ARTICULATION AGREEMENT
Between
EDINBORO UNIVERSITY
And
ERIE'S PUBLIC SCHOOLS

This agreement, made on this 15th day of December, 2021, between Erie's Public Schools (hereinafter "EPS") and Edinboro University (hereinafter "EU"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania, provides a means by which graduates of the Child Development and Support Services Management Program at EPS can receive advanced standing credit in the Associate Degree (AS) in Preschool Education program or the Bachelor of Science in Education Degree (BSED) in Early Childhood Education program offered by EU.

I. Principles of Agreement

1. A student who has earned a high school diploma, satisfactorily completed Pennsylvania Department of Education Program of Study CIP 19.0708 at EPS and earned the Child Development Associate (CDA) credential will have the opportunity to earn 9 EU credits required for the Associate and/or Bachelor Degree as articulated in this agreement (Exhibit A).
2. To receive these credits and have them posted on a college transcript; **the student must apply** and be admitted to EU, **within three years of completing their program at EPS.**
 - a. **Admission of Student.** Prior to matriculation at EU, the EPS student confirms the intent to enroll by completing the EU admissions application. Participation in the program at EPS does not guarantee admission to EU. All students will follow established guidelines for general admission to EU.
 - b. **Acceptance into Associate of Science or Bachelor of Science in Education Program.** EU will acknowledge the student's intent to enroll and the student must submit appropriate advanced deposits that will be credited towards the first semester fees.
 - c. **Student Transcript.** The student must forward an official high school transcript verifying program completion and CDA exam results to EU. Any costs associated with these transcripts/documents will be paid by the student.
3. **Academic Policies and Requirements.** The specific academic policies/degree requirements in effect for the Associate or Bachelor degree as awarded by EU will be as such exists at the time of the student's admission into the program.
4. **University Representatives/Monitors.** Representatives from both EPS and EU will provide ongoing assessment of the agreement.

II. Mutual Terms and Conditions

- a. *Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution. Students must enroll at EU within three calendar years of their graduation from EPS to take advantage of the provisions of this agreement. Students graduating prior to three years before their enrollment at EU will have their credits reviewed by the EU Early Childhood and Reading department.
- b. *Termination of Agreement.* EU may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should EU terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* 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 (ADA). EU students are protected by Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the ADA. EPS agrees to cooperate with EU in its investigation of claims of discrimination or harassment.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Relationship of Parties.* 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.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or EU.
- h. *Assignability to State System Entities.* In addition to any assignability rights otherwise granted to EU by law or within this Agreement, EU shall specifically have the right to assign this Agreement to any entity within Pennsylvania's State System of Higher Education, whether now in existence or later formed. Should assignment occur, or should EU's name or legal entity change, assignment shall be complete upon notice to EPS of the change or assignment, without need for subsequent

agreement or novation. Nothing in this paragraph shall be interpreted in a manner that limits EU's right to otherwise assign this Agreement. Nothing in this paragraph shall be read to have any effect on EPS's right to assign this Agreement.


- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.


IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

NOW THEREFORE, EPS and EU officially confirm the following terms of this Agreement:

This articulation agreement is effective upon signature of Edinboro University Legal Counsel.

Signatures for Edinboro University:


Dr. Dale-Elizabeth Pehrsson,
Interim President


Dr. Michael J. Hannan, Provost and
Vice President for Academic Affairs

Approved as to Form & Legality:


Digitally signed by Molly
Harris
Date: 2021.12.15
11:52:50 -05'00'
Edinboro University Legal Counsel

Signatures for Erie's Public Schools:


Brian J. Polito, Superintendent


Donald Orlando, Principal, Erie High School

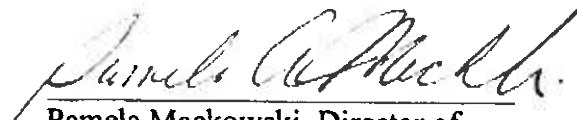

Pamela Mackowski, Director of
Career & Technical Education

EXHIBIT A
ARTICULATED COURSEWORK

Upon meeting the terms of this Articulation Agreement, students will receive the following credit for these EU courses:

EU Course (credits)

ECED 120 (3) Introduction to Early Childhood Education

ECED 150 (3) Child Development

ECED 200 (3) Planning, Designing & Managing the Early Childhood Learning Environment