

**ARTICULATION AGREEMENT**  
**Between**  
**INTERMEDIATE UNIT #1**  
**and**  
**PENNSYLVANIA WESTERN UNIVERSITY**  
**MASTER OF EDUCATION**  
**ADVANCED STUDY IN EDUCATION**  
**TEACHING ENGLISH AS A SECOND LANGUGAGE CONCENTRATION**

**THIS AGREEMENT**, effective as of the date of final signature, is made by and between, Intermediate Unit 1, One Intermediate Unit Drive, Coal Center, PA hereinafter referred to as "IU1", and Pennsylvania Western University, located at 250 University Avenue, California, Pennsylvania, hereinafter called "PennWest".

The primary purpose of this agreement is to enhance the transferability between IU1's English as a Second Language (ESL) certification program and the PennWest Global Online Master of Education in Advanced Study in Education: Teaching English as a Second Language (TESL) Concentration. A secondary purpose is to provide both institutions with more precise guidelines for advising students interested in pursuing the PennWest Master of Education in Advanced Study in Education: (TESL) Concentration. It is intended to provide students the opportunity to continue their graduate education at the master's level, while recognizing the achievements of those students in the certification program.

PennWest and IU1 agree to the following to facilitate the transfer of students from the IU1's ESL certification program into the PennWest Master of Education in Advanced Study in Education: (TESL) Concentration.

- A. To be eligible for admission to the PennWest Master of Education in Advanced Study in Education: (TESL) Concentration, the IU1 student must apply for admission to PennWest. The applicant must present the following: official undergraduate degree transcripts indicating a grade point average of at least 3.00 on a 4.00 scale, a copy of their teaching certificate and a letter of attestation, which includes the successful completion of the IU1 ESL program as set forth in Appendix A, consisting of one (1) page, attached hereto and incorporated herein, outlining the courses that will be accepted from the IU1. Documents should be submitted directly from the IU1 to PennWest Graduate Admissions ([gradadmissions@pennwest.edu](mailto:gradadmissions@pennwest.edu)).
- B. Once enrolled in the PennWest Master of Education in Advanced Study in Education: (TESL) Concentration, to receive credit for prior learning for the IU1 courses, the student must successfully complete four three-credit graduate-level course in the PennWest Master of Education in Advanced Study in Education:(TESL) Concentration with a grade of B or better, within two years of completing the IU1 program. These must be courses that are not included in the IU1 ESL program.
- C. PennWest will designate 9 credit hours (three courses) of study to count towards the graduate requirements for the PennWest Master of Education in Advanced Study in Education: (TESL) Concentration as outlined in Appendix A. IU1 credits being applied to the PennWest Master of Education in Advanced Study in Education: (TESL) Concentration will be evaluated by the PennWest Master of Education in Advanced Study in Education: (TESL) Concentration Program Coordinator.
- D. Credits only, not grades, will be recorded on the PennWest transcript for the IU1 courses; these courses will not be used to calculate the student's university grade point average.
- E. IU1 students remain subject to all other state certification and PennWest graduation requirements as specified in the IU1 program and the online PennWest Graduate Academic Policies.

- F. The awarding of credits for prior learning included in this agreement may only be applied to the PennWest Master of Education in Advanced Study in Education: (TESL) Concentration. The credits awarded in this agreement may not be accepted by or applicable to other degree programs at PennWest, in whole or in part, without approval of the respective coordinator and Dean of the other graduate degree program. r u t students who are interested in other degree programs should consult with the graduate coordinators of those programs to determine the acceptance and applicability, if any, of the credits earned under this agreement. PennWest does not guarantee that the credits earned under this agreement will be transferable or applicable to another college or university.
- G. r u l and PennWest agree to market this program. IU1 will promote and market the program to students in their ESL program. PennWest will assist IU 1 in marketing the program. IU 1 will provide PennWest with opportunities to promote and market the master's degree program option to students in the ESL program.
- H. IU1 and PennWest agree to notify each other immediately of any modification in the courses, curriculum, competencies, or any aspect of the articulated programs during the term of this agreement.

## I. MUTUAL TERMS AND CONDITIONS

- A. **Term of the Agreement.** The term of this Agreement shall be five years from the date of execution and will be reviewed annually for accuracy. This Agreement may not exceed a period of five (5) years.
- B. **Termination of the Agreement.** Either party may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement with no prior written notice in the event of a substantial breach. However, should either party 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 and related procedures to insure such 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 Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990.
- 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 the University.

**H. 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.

**APPENDIX A**

**Master of Education in Advanced Study in Education: (TESL) Concentration**

**Intermediate Unit #1:**

ESL 1: Intro. to Teaching Eng. as a Second Lang

ESL 4: Language Acquisition and Development

ESL 6: Eng. Lang. Learn. Family, Comm. and Profess.

**Pennsylvania Western University:**

ED 5710 Foundations of ESL Education 3 cr.

ED 5720 Lang. Acquisition and Development 3 cr.

ED 5730 Supporting L2, Family, and Community 3 cr.

**Total Prior Learning Credits accepted: 9 crs.**

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

Intermediate Unit 1:



Dr. Don Martin  
Executive Director  
Intermediate Unit #1

Pennsylvania Western University:



Dr. Brenda Fredette  
Interim Provost & Vice President for Academic Affairs  
Pennsylvania Western University

Reviewed and approved as to form and legality:



Digitally signed by  
Molly H. Passmore  
Date: 2023.02.21  
09:32:49 -05'00'

University Legal Counsel

2/21/2023

Date of final signature