

**ARTICULATION AGREEMENT BETWEEN
THE PENNSYLVANIA STATE UNIVERSITY
AND CATAWBA VALLEY COMMUNITY COLLEGE**

This Articulation Agreement (“**Agreement**”) is entered into on 10/15, 2007 (the “**Effective Date**”), between THE PENNSYLVANIA STATE UNIVERSITY, 208 Old Main, University Park, Pennsylvania 16802 (“**Penn State**”),

-AND-

CATAWBA VALLEY COMMUNITY COLLEGE, 2550 Highway 70 SE, Hickory, NC 28602, (the “**Participating Institution**”) (both Penn State and the Participating Institution may be individually referred to herein as a “**Party**” and collectively as the “**Parties**”).

BACKGROUND

- A. The Parties are institutions of higher education dedicated to providing their students with as many educational opportunities as possible.
- B. The Participating Institution offers an **Associate in Applied Science in Turfgrass Management Technology** degree designed to prepare students for careers related to maintaining lawns, golf courses, parks and other recreational grounds.
- C. Many students in the Participating Institution’s **Associate in Applied Science in Turfgrass Management Technology** program discover, after beginning the program, their desire to obtain a **Bachelor of Science degree in Turfgrass Science**.
- D. Penn State currently offers a **Bachelor of Science in Turfgrass Science**.
- E. Both Penn State and the Participating Institution mutually desire to facilitate the transfer of academic credits from the **Associate in Applied Science in Turfgrass Management Technology** program at the Participating Institution to the **Bachelor of Science in Turfgrass Science** program offered at Penn State.

- F. The Parties mutually desire to document the terms and conditions of their agreement.

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

1. **Admission to Penn State.** All students of the Participating Institution that have satisfied all of the requirements listed in **Section 2** below and have completed all application requirements in a timely manner will be admitted to the **Bachelor of Science in Turfgrass Science** program at Penn State upon application.

2. **Admission Requirements.** All students transferring under this Agreement to Penn State from the Participating Institution must:
 - A. Be in good academic standing with the Participating Institution.
 - B. Have a minimum cumulative grade point average of 2.0 on a 4.0 scale.
 - C. Have completed and been awarded the appropriate **Associate in Applied Science in Turfgrass Management Technology** degree.
 - D. Have followed the appropriate application process in applying to Penn State and must furnish a final transcript with any degree earned posted thereon.
 - E. Have completed all prerequisite coursework, if any, listed on **Schedule "A"** that attached to and made part of this Agreement.
 - F. Have earned grades of "C" or better in all coursework related to the **Associate in Applied Science in Turfgrass Management Technology** program at the Participating Institution.

3. **Exceptions to Admission.** Penn State reserves the right to deny admission under **Section 1** above to any applicant whenever Penn State determines, in its sole discretion, that such admission will not further the interests of Penn State.

4. **Transfer of Credits.** Except for those credits earned by Participating Institution students in courses that are considered part of the **Associate in Applied Science in**

Turfgrass Management Technology program at the Participating Institution, the transfer of any academic credits from the Participating Institution to Penn State shall be governed by Penn State policies.

5. **Term.** Unless otherwise terminated in a manner herein provided, the term of this Agreement will commence on the Effective Date and continue for a period of five (5) years (the “**Initial Term**”). If signed after the Effective Date, the Agreement shall be deemed retroactive to the Effective Date. Unless either Party provides written notice to the other Party of its intent not to renew the Agreement within thirty (30) days prior to the expiration of either the Initial Term or a Renewal Term (as defined herein), the Agreement shall automatically renew for an additional one (1) year period and continue to renew thereafter for successive additional one (1) year periods (each a “**Renewal Term**”).
6. **Termination.** This Agreement may be terminated by either Party for any reason by giving sixty (60) days written notice to the other Party.
7. **Financial Assistance.** Students who enroll at Penn State under the terms of this Agreement shall have the same eligibility for financial assistance and academic scholarships as all other Penn State students.
8. **Advertisement.** Both Parties may publicize the substance of this Agreement. For the limited purpose of publicizing this Agreement, each Party grants to the other Party a nonexclusive, revocable license to use its name and trademarks. The license to use the name and trademarks shall terminate on the date of this Agreement’s termination. Throughout the Term, either Party may make a written demand to the other to immediately cease a particular use of the Party’s name or trademark, and the other Party shall immediately comply with such demand upon receipt.
9. **Other Programs at Penn State.** This Agreement is strictly limited to the **Bachelor of Science in Turfgrass Science** program at Penn State. Nothing in this Agreement shall be interpreted as granting admission to any Participating Institution student in a Penn State program other than the **Bachelor of Science in Turfgrass Science** program.

10. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Pennsylvania, without regard to any conflicts or choice of law provisions which would cause the application of the laws of any other jurisdiction.
11. **Personal Jurisdiction/Venue.** The Parties hereby irrevocably consent to exclusive personal jurisdiction in Centre County, Pennsylvania. The venue of any dispute arising hereunder shall be the Court of Common Pleas of Centre County, Pennsylvania or the Federal District Court for the Middle District of Pennsylvania.
12. **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.
13. **Entire Agreement.** This Agreement, the exhibits, the schedules, and the other certificates and documents executed and delivered pursuant hereto constitute the full and entire understanding and agreement among the Parties with regard to the subjects hereof and no Party shall be liable or bound to the other Party in any manner by any representations, warranties, covenants, or agreements except as specifically set forth herein or therein.
14. **Severability.** In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
15. **Titles and Subtitles.** The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
16. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered or mailed by regular U.S. mail and addressed as follows:

If to Penn State:

Amy Stever
Outreach client Development
501 Keller Building
University Park, PA 16802-
1308

If to Participating Institution: Wayne Wooten
2550 Hwy 70 SE
Hickory, NC 28602

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Penn State and the Participating Institution, by their representatives, have executed this Agreement as of the Effective Date, and each Party and its representative warrant that such representative is duly authorized to execute and deliver this Agreement for and on behalf of such Party.

PENN STATE:

PARTICIPATING INSTITUTION:

THE PENNSYLVANIA STATE UNIVERSITY

Catawba Valley Community College

By: Ken Udas

By: Garrett D. Hinshaw

Printed Name: Ken Udas

Printed Name: Garrett D. Hinshaw

Title: Executive Director

Title: President

COLLEGE DEAN:

J. Marcos Fernandez
Dean, College of Agricultural Sciences

Printed Name: J. Marcos Fernandez

Catawba Valley Community College A.S. Turfgrass Management

The Pennsylvania State University B.S. Turfgrass Science

Course	Course Title	Credits	Course	Course Title	Credits
ACA 111	College Student Success	1	No Transfer Credit		0
COE 113	Internship	3	No Transfer Credit		0
COE 121	Internship	1	No Transfer Credit		0
ENG 111	Expository Writing	3	ENGL 015	Rhetoric and Composition	3
ENG 114	Research and Reporting	3	ENGL 202D	Business Writing	3
HOR 162	Applied Plant Science	3	HORT General Credit		3
HOR 166	Introduction to Soils	3	SOILS 101	Introduction to Soils	3
Humanities/Fine Arts Elective		3	General Education Credit*		3*
MAT 115	Mathematical Models	3	MATH General Credit		3
Social/Behavioral Science Elective		3	General Education Credit*		3*
TRF 110	Intro to Turfgrass	4	TURF 235	The Turfgrass	4
TRF 120	Turfgrass Irrigation	4	TURF General Credit		4
TRF 125	Turfgrass Computer	2	TURF General Credit		2
TRF 130	Native Flora ID	2	HORT General Credit		2
TRF 140	Turfgrass Management Safety	3	TURF General Credit		3
TRF 150	Landscape Drafting	2	TURF General Credit		2
TRF 151	Intro to Landscape Design	3	TURF General Credit		3
TRF 152	Landscape Maintenance	3	HORT General Credit		3
TRF 210	Turfgrass Equipment Management	3	No Transfer Credit		0
TRF 220	Turfgrass Calculations	2	TURF General Credit		2
TRF 230	Turfgrass Management Application	2	TURF General Credit		2
TRF 240	Turfgrass Pest Control	3	TURF 230	Turfgrass Pesticides	3
TRF 250	Golf/Sport Field	4	TURF General Credit		4
TRF 260	Advanced Turfgrass Management	4	TURF 425	Turfgrass Cultural Systems	4

* To be determined depending on the elective