ARTICULATION AGREEMENT between PENNSYLVANIA WESTERN UNIVERSITY and PENNSYLVANIA STATE EDUCATION ASSOCIATION

This agreement provides a means by which PSEA members completing Pennsylvania State Education Association (hereafter PSEA) designated National Education Association (NEA)-offered Micro-credentials (hereafter Micro-credentials) are eligible to receive graduate credits in the Master of Education in Advanced Study in Education concentration areas offered by Pennsylvania Western University (hereinafter PennWest) to include the following concentrations: a) Mathematics; b) Technology Education; c) Educational Technology and Online Teaching; d) STEM Education; e) Teaching English as a Second Language; f) Curriculum, Instruction, and Teacher Leadership; g) Early Childhood (see Exhibit A).

I. Principles of Agreement

- 1. A PSEA member who has completed a baccalaureate degree at a regionally accredited institution with a 2.8 GPA and who successfully completes the PSEA designated Micro-credentials identified in Exhibit A will have the opportunity to earn 3 to 9 credits toward the Master of Education in Advanced Study in Education degree (hereinafter PennWest Master of Education program).
- 2. To receive these credits and have them posted on a university master's degree transcript, the PSEA member must be a current student in a PennWest Master of Education program or apply and be admitted to PennWest, within five (5) years of completing the PSEA designated Micro-credentials.
- 3. The prospective student must meet graduate admissions standards in accordance with the PennWest Graduate Catalog.
- 4. Representatives from both PSEA and PennWest will provide ongoing assessment of this agreement.
- 5. The PSEA member must forward proof of successful Micro-credential course completion to the PennWest Graduate School in order to receive graduate credits.
- 6. Upon request by PennWest, PSEA will verify successful Micro-credential course completion.
- 7. There shall be no cost from PennWest to students enrolled in the PennWest Master of Education programs for credits earned from successful completion of the PSEA designated Micro-credentials, except as provided for in section I. 8. below.

- 8. PSEA members who are not enrolled in a PennWest Master of Education program may receive graduate credit from PennWest for successful completion of any NEA Micro-credentials course at a rate of \$70 per credit hour, pursuant to the terms of the "Micro-Credentials and Professional Education Courses Graduate Credit Agreement" between the parties.
 - A PSEA member who enters the PennWest Master of Education program after earning graduate credit by completing the PSEA designated Micro-credentials identified in Exhibit A and remitting \$70 per credit hour to PennWest shall not receive reimbursement from PennWest for payment for the graduate credits earned prior to entry in the PennWest Master of Education program. The credits shall count toward the PennWest Master of Education program if they were earned within 5 years of PennWest Master of Education program entry.
- 9. Each party shall designate a primary contact who will oversee the implementation of this agreement. Each party shall use its best efforts to ensure compliance with all terms of this agreement and shall work through its primary contact to resolve disputes promptly or engage in dispute resolution as necessary.
- 10. The parties agree to collaborate in the development of necessary procedures to implement this agreement.

II. General Terms and Conditions.

- 1. Term of Agreement The term of this Agreement shall be five (5) years from the date of full execution. Maximum term of this Agreement may not exceed five (5) years.
- 2. Termination of Agreement Either party may terminate this Agreement for any reason with ninety (90) days' written notice. Either party may terminate this Agreement immediately in the event of a substantial breach upon written notification, provided that the breaching party has been provided an opportunity to cure such breach within thirty (30) days of receiving written notification and has failed to cure such breach.

PennWest agrees to provide credits and to post the credits on the student's master's degree transcript following termination of this agreement for students who are enrolled in a PennWest Master of Education program and the PSEA designated Micro-credentials identified in Exhibit A as of the date of termination, provided that students meet the following criteria:

- a. submit proof of completion of the PSEA designated Microcredential(s) to PennWest within ninety (90) days of completion, and
- b. complete the PSEA designated Micro-credential(s) prior to graduation from the PennWest Master of Education program.

- 3. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Acts 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 provision of the Americans with Disabilities Act (ADA). PennWest 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. PSEA agrees to cooperate with PennWest in its investigation of claims of discrimination or harassment.
- 4. Reporting of Sexual Violence and Sexual Harassment Student and/or PSEA, to the extent PSEA has actual knowledge of such incident, shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the PennWest Title IX Coordinator, Amy Salesgiver, at 814.393.2109 or assalsgiver@pennwest.edu. Nothing in this paragraph shall impose liability on PSEA for a student's failure to report such incident.
- 5. Interpretation of this Agreement The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- 6. Modification of Agreement This agreement shall only be modified in writing with the same formality as the original Agreement.
- 7. 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.
- 8. 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 Agreement. 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 PennWest.
- 9. Use of Marks The parties will not use the logo or trademarks of the other party in the implementation of, or marketing efforts related to, this agreement without prior written approval, not to be unreasonably withheld.
- Intellectual Property No copyright and intellectual property rights to course materials associated with the Micro-credentials courses shall transfer to PennWest.

11. Notices - All notices required to be provided under this agreement shall be sent by certified, registered, or overnight mail to the party's representative and address set forth below:

PSEA:

Attn: Education Services Manager

400 North Third Street Harrisburg, PA 17105

PENNWEST:

Pennsylvania Western University Dr. James D. Fisher, Interim Provost &

Vice President of Academic Affairs

250 University Ave. California, PA 15419

12. Entire Agreement - Except as provided for in Section I. 8 above, this Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regarding to this relationship. The prior "Articulation Agreement" between Edinboro University and PSEA, effective as of September 15, 2020, and assumed by PennWest on July 1, 2022, pursuant to a novation letter, is terminated.

IN WITNESS WHEREOF, intending to be legally bound, the authorized representatives of the parties have executed this agreement as of the date last signed below.

NOW THEREFORE, PSEA and PENNWEST officially confirm the following terms of this Agreement: This articulation agreement is effective upon a signature of University Legal Counsel.

Pennsylvania State Education Association:

Pennsylvania Western University:

Jim Vaughan

PSEA Executive Director

James D. Fisher, JD, PhD.

Interim Provost and Vice President for

Academic Affairs

Reviewed and approved as to form and legality:

University Legal Counsel

EXHIBIT A – DESIGNATED PSEA MICRO-CREDENTIAL/PENNWEST COURSE ALIGNMENT

Applies to the following concentrations: a) Math Technology and Online Teaching; d) STEM Educ	Education, M.Ed. Core nematics; b) Technology Education; c) Educational cation; e) Teaching English as a Second Language; ion, and Teacher Leadership.
PSEA Designated Micro-Credentials	PennWest University M.Ed. Courses
3 Total Micro-credentials, 2 required, 1 choice: Required: Using an Inquiry Based Learning Cycle Required: Utilizing Practice Activities with Content Areas Choice one of the following: Promote Ownership of Learning Engaging Classroom Discourse Managing & Monitoring Student Learning Evaluating Digital Sources 3 Total Micro-credentials, 2 required, 1 choice: Required: Developing a Healing-Centered Self Care Practice Required: Trauma Informed Support for Students Choice one of the following: Race Based Trauma Using a Healing-Centered Approach to Support Refugee Students Poverty Based Trauma	Advanced Study in Education, M.Ed. Core ED 5220 Curriculum Design, 3 credits Advanced Study in Education, M.Ed. Core ED 5230 Trauma Informed Teaching, 3 credits
Advanced Study in Educa	ation, M.Ed. Concentrations
PSEA Designated Micro-Credentials	PennWest University M.Ed. Courses
3 Total Micro-credentials required: Required: Technology Integration: Analyst Required: Technology Integration: Designer Required: Technology Integration: Facilitator	Advanced Study in Education, M.Ed. Educational Technology and Online Teaching Concentration ED 5670 Technology Integration in Education, 3 credits

3 Total Micro-credentials required: Required: Advocating for English Language Learners (ELL) Friendly Local, State, and Federal Policies Required: Understanding Second Language Acquisition (SLA) Stages Required: Using Formative Assessments to Support ELL Learning	Advanced Study in Education, M.Ed., Teaching English as a Second Language Concentration ED 5710 Foundation of ESL Education, 3 credits
3 Total Micro-credentials, 2 required, 1	Advanced Study in Education, M.Ed., Curriculum, Instruction, and Teacher Leadership Concentration ED 5240 Classroom Assessment for Learn 3 credits
	Ed. Early Childhood Concentration
PSEA Designated Micro-Credentials	PennWest University M.Ed. Courses
3 Total Micro-credentials required: Required: *Formative Assessment in the Teaching and Learning Cycle Required: *Using an Inquire Based	ECEE 5260 Observe, Assess, and Document, 3 credits

Required: *Formative Assessment in the Teaching and Learning Cycle Required: *Using an Inquire Based Learning Cycle Required: *Eliciting Accurate Evidence of Student Learning *Note: Must focus on Early Childhood Students 3 Total Micro-credentials, 2 required, 1 choice: Required: Family Engagement as Access and Opportunities For All Required: Community Partnerships for Learning and Family Well-Being Choice: Document, 3 credits Document, 3 credits

Leading with Professional Ethics	
 Family Engagement Systems 	
 Linking Family Engagement to 	
Learning Outcomes	
3 Total Micro-credentials, 2 required, 1	ECEE 5300 Leadership for Early
choice:	Childhood Education, 3 credits
Required: Teacher Leadership-Overarching	
Competency: Communication	
Required: Teacher Leadership-Policy	
Pathway: Implementation	
Choice:	
Teacher Leadership-Instructional	
Pathway: Coaching and Mentoring	
Teacher Leadership-Instructional	
Pathway: Community Awareness,	
Engagement and Advocacy	
Teacher Leadership-Diversity, Equity,	
and Cultural Competence Pathway:	
Cultivating Socially Just	
Environments	
Teacher Leadership-Diversity, Equity,	
and Cultural Competence Pathway:	
Explore and Challenge Inequity	