ARTICULATION AGREEMENT By and Between Community College of Allegheny County

and Youngstown State University

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on July 30, 2018 (the "Effective Date") by and between Allegheny County Community College (the "College"), with an address of 800 Allegheny Avenue, Pittsburgh, PA 15233 and Youngstown State University ("Youngstown State"), with an address of 1 University Plaza, Youngstown, Ohio 44555. Youngstown State is a state university established by Section 3356.01 of the Ohio Revised Code. The College and Youngstown State desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Youngstown State, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Description of Articulation Program.

- a. <u>Definitions</u>. Articulation Criteria and Articulation Benefits are defined in Attachment A.
- b. Articulation Benefits to Students. Youngstown State will provide the Articulation Benefits at no charge to past and present students of the College who meet the Articulation Criteria. Articulation Criteria for which the student is eligible to receive transfer credit will be based upon the articulation agreement in place the term the student is admitted to YSU.
- c. <u>Accreditation of the College</u>. The College warrants that it is accredited by the Middle States Commission on Higher Education. The College will notify Youngstown State if such accreditation ceases to exist.
- d. <u>Accreditation of Youngstown State</u>. Youngstown State warrants that it is accredited by the Higher Learning Commission. Youngstown State will notify the College if such accreditation ceases to exist.
- e. <u>Admissions Processing</u>. For those past or present students who meet Articulation Criteria 1(a-e), Youngstown State will consider their applications for admission in accordance with standard Youngstown State admission application evaluation criteria, while favorably recognizing students' accomplishments at the College.
- f. <u>Non-Exclusivity</u>. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.

2. Term and Termination.

- a. <u>Term.</u> This Agreement will run from the Effective Date until the end of the last day of the Fall Term 2021 academic term of the College, at which time this Agreement will automatically expire.
- b. <u>Termination</u>. i. Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of Youngstown State, or (ii) the date that is 90 days after the notice that includes a description of the breach; *provided* in either case that the breaching party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.

ii. Either party may terminate this Agreement at any time for any or no reason effective one year after providing written notice of its intent to terminate to the other party.

c. <u>Post-Termination</u>. Upon expiration or termination of this Agreement for any or no reason, College students previously accepted by or admitted to Youngstown State shall continue to receive the benefits contemplated by this Agreement.

3. Miscellaneous.

- a. <u>Severability</u>. If any Section or provision of this Agreement be held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. <u>Jurisdiction</u>. The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in an Ohio court of competent jurisdiction
- d. Survival. Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 3(e) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section):

For The Community College: Stuart T. Blacklaw, Ph.D. Provost and Executive Vice President Community College of Allegheny County 800 Allegheny Ave Pittsburgh, PA 15233

For Youngstown State University: Joseph L. Mosca, Ph.D. Interim Provost and Vice President for Academic Affairs One University Plaza Youngstown, OH 44555

With a copy to: Registrar 800 Allegheny Ave Pittsburgh, PA 15233 With a copy to:
Office of General Counsel
One University Plaza
Youngstown, Ohio 44555

- f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both parties.
- g. <u>Assignment</u>. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. <u>Complete Agreement; Integration</u>. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings,

communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.

- i. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- Independent Contractors. The parties are independent contractors, and no agency, partnership, j. franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.
- k. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, ancestry, military status, sexual orientation. gender identity and expression, veteran status, pregnancy, or color.
- l. Omissions & Errors. If any terms, words or clauses are inoperative by virtue of error or omission on the part of either party, the inoperative term, word or clause will be replaced automatically with a valid, enforceable and operative provision as close to the original language as may be possible which preserves the economic benefit to the Parties.
- Data Exchange. The parties shall exchange information regarding student success related to this m. Agreement. The College will provide upon request a directory list of graduates from the College following each graduation while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. YSU will provide the College with information regarding the success of students transferring to YSU while utilizing the benefits of this Agreement.
- Promotion and Advertising. All promotion and advertising of the Articulation Agreement must n. conform to the requirements in Attachment B.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

COMMUNITY COLLEGE OF ALLEGHENY YOUNGSTOWN STATE UNIVERSITY: COUTY By: Stuart T. Blacklaw Joseph L. Mosca, Ph.D. Date Provost and Executive Vice President Interim Provost and Vice President for Academic Affairs

Acting Dean of the Bitonte College of

Health and Human Services

Attachment A To The

Articulation Agreement Dated July 30, 2018 By and Between

Community College of Allegheny County and Youngstown State University

Articulation Criteria and Articulation Benefits

- 1. The standard articulation criteria ("Articulation Criteria") are:
 - a. Completion of an Associate Degree.
 - b. Achieving a minimum overall cumulative grade point average of 2.0.
 - c. Submission of an official College transcript.
 - d. Completion of Bridge Courses and Respiratory Care admission criteria (see Appendix 3) (Community College courses taken beyond AAS in Respiratory Therapy). Refer to transfer courses on next pages; those designated with @, may be taken at the College (Appendix 2).
 - e. Fulfillment of residence requirements for the baccalaureate at Youngstown State University. The requirement for the degree is completion of a minimum thirty (30) credit hours of coursework (of which nine are upper-division credit hours in the major) at Youngstown State University. Credit earned by means of transfer courses does not count toward residence.
 - f. Courses for which the student is eligible to receive transfer credit will be based upon the articulation agreement in place the term the student is admitted to Youngstown State University.
- 2. The articulation benefits ("Articulation Benefits") are:
 - a. Facilitate transfer of courses between the College, AAS in Respiratory Therapy, and Youngstown State, BSRC completion program, see Appendices 1-3.
 - b. Benefitting Ohio by infusing the job market with qualified graduates.
 - Students with 3.0 GPA will be eligible to apply for Youngstown State scholarships.
 - d. A student who completes all of the associate degree requirements in AAS in Respiratory Therapy at Community College of Allegheny County and meet the Respiratory Care admission criteria at YSU (see Appendix 2 and 3) will be admitted into Youngstown State's BSRC completion program with junior status.

Attachment B Marketing and Advertising Restrictions Promotion of Partnership to Domestic and International Students

In order for the University and College to reach out to partners and the community effectively, it is important to monitor the impression conveyed through all forms of communication such as advertising, publications, and signage. The sum total of all impressions generated by these communications must be effective and meaningful to the audiences with which the partners communicate.

Therefore, the parties agree that any use of the other's name, trade name, trademark, logo, and tagline, or any other defining symbol or name associated with either entity during the term of this Agreement shall be for the sole purpose of promoting this Agreement. Express written permission or a limited license is required to use the other party's name, trade name, trademark, logo, tagline, or any other defining symbol or name associated with either entity. Neither party will use the other's name or symbols in a way that would cause confusion in the public mind as to the relationship between the parties. All written materials associated with this agreement must distinctly note the termination date of the Agreement, the degrees within the Agreement, and the average additional hours required to complete the completion degree.

Any and all promotional materials, including written, verbal, videographic, electronic, or multimedia of any kind must be reviewed by both prior to any use or distribution.

Contact for:

Community College of Allegheny County: Executive Director of Public Relations and Marketing 800 Allegheny Ave Pittsburgh, PA 15233

Youngstown State University: Office of General Counsel One University Plaza Youngstown, Ohio 44555

APPENDIX 1 ARTICULATION AND TRANSFER TABLE

Community College of Allegheny County: Associate of Applied Science in Respiratory Care Youngstown State University: Bachelor of Science in Respiratory Care

EQUIVALENCIES CURRENTLY O	NTHETR	ANSFER TABLES (AND TRANSFEROLOGY)		
COMMUNITY COLLEGE OF ALLEGHENY COUNTY	Credits	YOUNGSTOWN STATE UNIVERSITY	Credits	
English Composition		YOUNGSTOWN STATE UNIVERSITY (6 credits)		
ENG 101	3	ENGL 1550 College Writing I	3	
ENG 102	3	ENGL 1551 College Writing II	3	
Speech		YOUNGSTOWN STATE UNIVERSITY (3 credits)		
@ CCAC OR YSU-SPH 101	3	CMST 1545	3	
Mathematics, Statistics and Logic		YOUNGSTOWN STATE UNIVERSITY (3 credits)		
@ CCAC OR YSU-MAT 102, 161, OR 190	3	STAT 2601 OR MATH 2623	3	
Arts and Humanities		YOUNGSTOWN STATE UNIVERSITY (6 credits)	<u> </u>	
HUMANITIES ELECTIVE	3	Must be approved YSU Arts & Humanities courses	3	
@ CCAC OR YSU -Must be approved YSU Arts & Humanities course	3	Minimum one course each from fine arts & humanities	3	
Social and Behavioral Sciences		YOUNGSTOWN STATE UNIVERSITY (6 credits)		
PSY 101	3	PSYC 1560	3	
@ CCAC OR YSU -Must be approved YSU Social & Behavioral Science course	3	,	3	
Natural Sciences		YOUNGSTOWN STATE UNIVERSITY (6-7 credits)		
@ CCAC OR YSU	3		3	
BIO 209	4	BIOL 15XNB		
First Year Experience (additional)	YOUNGSTOWN STATE UNIVERSITY (3 credits)			
@ YSU RESC 1500	3	RESC 1500	3	
Social and Personal Awareness		YOUNGSTOWN STATE UNIVERSITY (6 credits)		
@ CCAC OR YSU-Must be approved YSU SPA course	3	,	3	
Numerous course options available*	. 3		3	
Program Requirements		Program Requirements		
SEE APPENDIX 3				

^{*} Students should select one course that is designated global diversity and one that is designated domestic diversity

APPROVED NEW#REVISED EQUIVALENCIES COMMUNITY COLLEGE OF ALLEGHENY COUNTY	Credits	TION THE TRANSFER TABLES (AND TRANSFEROLO YOUNGSTOWN STATE UNIVERSITY	OGY) Credits
BIO 209	4	BIOL 15XNB	4

APPENDIX 2 SUGGESTED SEMESTER SEQUENCE

Community College of Allegheny County: Associate of Applied Science in Respiratory Care Youngstown State University: Bachelor of Science in Respiratory Care

TWO YEAR COMPLETION

Course Subject and Title	Credit Hours	Upper Division	Notes on Transfer Coursework to YSU
Semester One: [15 Credit Hours] Community Co	llege of	Allegher	
ENG 101	3		ENGL 1550
PHY 123	4		PHYS 1506
RES 111	4		RESC 15XEC
RES 113	4		RESC 15XEC
Semester: I wo: [15 Credit Hours] Community Co	ollege o	Alleghe	ny County
BIO 209	4		BIOL 15XNB
ENG 102	3	,	ENGL 1551
RES 112	4		RESC 15XEC
RES 114	4		RESC 15XEC
Summer Termy [8 Credit Hours] Community Col	lege of	Alleghen	y County
RES 115	1	- ORGANICATION	RESC 15XEC
RES 116	2		RESC 15XEC
RES 117	4		RESC 15XEC
RES 118	1		RESC 15XEC
Semester Three: [15 Credit Hours] Community	College	of Allegi	neny County
PSY 101	3		PSYC 1560
RES 202	3		RESC 26XEC
RES 211C	9		RESC 26XEC
Semester Four: [15 Credit Hours] Community C		of Allegh	· · · · · · · · · · · · · · · · · · ·
RES 212C	12		RESC 26XEC
HUMANITIES ELECTIVE	3		SEE ATTACHED FLYER FOR APPROVED YSU ARTS AND HUMANITIES COURSES
60 Total Credit Hours to Graduate with the AA	 Degree	 from Cor	nmunity College of Allegheny County

Course Subject and Title	Credit Hours	Upper Division	Notes on Transfer Coursework to YSU
Semester Five: [15 Credit Hours] Youngstown S	tate Uni	versity =	
AHLT 3705 Pharmacotherapeutics	3	Υ	
RESC 3765 Advanced Respiratory Care Diagnostics	3	Υ	
RESC 4862 Professional Pathways for RC Practitioners	3	Υ	
AHLT 4806 Research Methods	3	Υ	
RESC 1500 Introduction to On-line Learning & Health Professions	3		
Semester Six: [15 Credit Hours] Youngstown St.	ate Univ	ersity	
RESC 3731 Respiratory Care Management	3	Y	
RESC 4860 Advanced Mgmt. of Ventilator Patient	3	Y	
CMST 1545	3		
MATH	3		
NATURAL SCIENCE ELECTIVE	3		
Semester Seven: [15 Credit Hours] Youngstown	State L	Iniversity	
RESC 4867 Fund, of Leader Development for the RCP	3	Y	
RESC 4872 Technology Applications for Respiratory Care	3	Υ	
AHLT 5840 Comparative Health Systems	3	Y	
SOCIAL & PERSONAL AWARENESS	3		
SOCIAL SCIENCE ELECTIVE	3		
Semester Eight: [12 Credit Hours] Youngstown	State U	niversity	
AHLT 4820 Directed Research (Prerequisite:AHLT 4806)	3	Υ	
RESC 4870 Advanced Cardiopulmonary Case Management	3	Y	
SOCIAL & PERSONAL AWARENESS	3		
ARTS & HUMANITIES	3		
120 Total Credit Hours to Graduate with the BA University	1 -	ng trans	 fer coursework, from Youngstown State

THREE YEAR COMPLETION:

Course Subject and Title	Credit Hours	Upper Division	Notes on Transfer Coursework to YSU
Semester Five: [12 Credit Hours] Youngstown St	ate Uni	versity -	
AHLT 3705 Pharmacotherapeutics	3	Y	
RESC 4862 Professional Pathways for RC Practitioners	3	Y	
RESC 1500 Introduction to On-line Learning & Health Professions	3		
MATH	3		
Semester Six: [12 Credit Hours] Youngstown Sta	ate Univ	ersity	
RESC 3731 Respiratory Care Management	3	Y	
RESC 4860 Advanced Mgmt. of Ventilator Patient	3	Y	
CMST 1545	3		
NATURAL SCIENCE ELECTIVE	3		
Semester Seven: [9 Credit Hours] Youngstown	State Ur	ilversity	
RESC 4867 Fund. of Leader Development for the RCP	3	Υ	
RESC 4872 Technology Applications for Respiratory Care	3	Υ	
AHLT 5840 Comparative Health Systems	3	Y	
Semester Eight: [9 Credit Hours] Youngstown S RESC 4870 Advanced Cardiopulmonary Case Management	tate Un	iversity. Y	
ARTS & HUMANITIES	3		· · · · · · · · · · · · · · · · · · ·
SOCIAL SCIENCE ELECTIVE	3	+	
Semester Nine: [9 Credit Hours] Youngstown S		versity.	
RESC 3765 Advanced Respiratory Care Diagnostics	3	Y	
AHLT 4806 Research Methods	3	Y	
SOCIAL & PERSONAL AWARENESS	3		
Semester Ten: [6 Credit Hours] Youngstown St		versity	
AHLT 4820 Directed Research (Prerequisite:AHLT 4806)	3	Y	
SOCIAL & PERSONAL AWARENESS	3		
120 Total Credit Hours to Graduate with the BA University	includ	ing trans	iter coursework, from Youngstown State

FOUR YEAR COMPLETION:

Course Subject and Title	Credit. Hours	Upper Division	Notes on Transfer Coursework to YSU
Semester Five: [12 Credit Hours] Youngstown St	ate Uni	versity	
AHLT 3705 Pharmacotherapeutics	3	Y	
RESC 4862 Professional Pathways for RC Practitioners	3	Y	
MATH	3		
RESC 1500 Introduction to On-line Learning & Health Professions	3		·
Semester Six: [9 Credit Hours] Youngstown Stat	e Unive	rsity	
RESC 3731 Respiratory Care Management	3	. Y	
CMST 1545	3		
NATURAL SCIENCE ELECTIVE	3		
Semester Seven: [6 Credit Hours] Youngstown S	State Un	iversity	
RESC 4867 Fund. of Leader Development for the RCP	3	Υ	
RESC 4872 Technology Applications for Respiratory Care	3	Y	
			,
Semester Eight: [6 Credit Hours] Youngstown S	i taté Uni	versity	
RESC 4870 Advanced Cardiopulmonary Case Management	3	Y	
SOCIAL SCIENCE ELECTIVE	3		
Semester Nine: [6 Credit Hours] Youngstown St	ate Univ	ersity.	
RESC 3765 Advanced Respiratory Care Diagnostics	3	Υ	
AHLT 5840 Comparative Health Systems	3	Y	
Semester Ten: [6 Credit Hours] Youngstown Sta	∣ ite Univ	ersity**	
RESC 4860 Advanced Mgmt. of Ventilator Patient	3	Υ	
SOCIAL & PERSONAL AWARENESS .	3		
Semester Eleven: [6 Credit Hours] Youngstown	State U	niversity	
AHLT 4806 Research Methods	3	Υ	ACTION AND AND ADDRESS OF THE STATE OF THE S
ARTS & HUMANITIES	3		
Semester Twelve: [6 Credit Hours] Youngstown	State U	 nîversit	
AHLT 4820 Directed Research (Prerequisite:AHLT 4806)	3	Υ	
SOCIAL & PERSONAL AWARENESS	3		
120 Total Credit Hours to Graduate with the BA, University	includi	 ng trans	 fer coursework, from Youngstown State

AS/AAS to BSRC Degree Completion Program	
Admission Requirements:	
☐ State Respiratory License: State: — License number:	
Associate Degree/CoARC Accredited Respiratory Care Program graduate	
□ NBRC Credential:	
Register Respiratory Therapist (RRT) Credential Number:	
OR	
Certified Respiratory Therapist (CRT) Credential Number	
	Y. Andrews, David
BACCALAUREATE Dégrée General Education Requirements: 21	
CMST 1545 - 3 SH MATH 3 SH	
SOCIAL SCIENCE 33 SH	
ARTS & HUMANITIES 3 SH	
FIRST YEAR EXPERIENCE (RESC 1500) 3 SH 2-SOCIAL & PERSONAL AWARENESS COURSES: 6 SH	
"CORE" UD COURSES 36 SH	SH
2.5 GPA MINIMUM	
RESC 1500 Intro to Online Learning in Health Professions	3
AHLT 3705 Pharmacotherapeutics AHLT 4806 Research Methods	3
AHLT 4800 Research Methods AHLT 4820 Directed Research (Prerequisite: AHLT 4806)	3
RESC 3731 Respiratory Care Management	3
RESC 3765 Advanced Respiratory Care Diagnostics	3
RESC 4872 Technology Applications for Respiratory Care	3
RESC 4860 Advanced Mgmt of Ventilator Patient	3
RESC 4862 Professional Pathways for RC Practitioners RESC 4867 Fund. of Leader Development for the RCP	3
RESC 4870 Advanced Cardiopulmonary Case Management	3
AHLT 5840 Comparative Health Systems	3
SUGGESTED AHLT/RESC UD ELECTIVES (Minimum 3 SH)	
AHLT 4804 Stress and the Health Care Professional	3
AHLT 3740 Pathology of Infectious Diseases AHLT 3755 Principles of Occupational Health/Safety	3
RESC 4801 Special Topics in Respiratory Care	1-3
AHLT 4808 Environmental Health Concerns	3
RESC 4810 Advanced Neonatal/Pediatric Case Mgmt	3
AHLT 4831 Industrial Hygiene	3
AHLT 5816 Environmental Regulations RESPIRATORY CARE	3
Upon completion of CORE requirements with GPA of 2.5 or higher up to seventeen SH of upper division credit may be awarded	
RESPIRATORY CARE COURSE CREDIT	
ALL of the respiratory care course credit earned from the applicant's associate degree will be applied	es 0886 945 A
Upper Division Hours (3700 or above) required	48
Minimum Total Hours Required BSRC Degree	120