



**ARTICULATION AGREEMENT
BETWEEN**

**MARYWOOD UNIVERSITY
AND
HARRISBURG AREA COMMUNITY COLLEGE (HACC)**

This Articulation Agreement, made this 19th day of Jan, 2019, by and between Marywood University (Marywood) and Harrisburg Area Community College (HACC).

WHEREAS, Marywood University ("Marywood") is a 501(c)3 nonprofit, religious and educational organization with offices in Scranton, Pennsylvania;

WHEREAS, HACC is the oldest and largest of Pennsylvania's fourteen community colleges; and

WHEREAS, Marywood offers a thirty credit, on-line, completer program in Respiratory Therapy (RRT to BSRT).

NOW, THEREFORE, be it resolved as follows:

1. Purpose:

- a) Marywood will provide qualified students from the Harrisburg Area Community College with an enhanced opportunity to pursue advanced study in the Respiratory Therapy degree completer program and earn a Bachelor of Science in Respiratory Therapy (RRT to BSRT).
- b) To promote an efficient transition for HACC Students who have met Marywood's' eligibility criteria for the Respiratory Therapy degree completer program.
- c) To facilitate exchange of information and encourage academic coordination and cooperation between HACC and Marywood University Respiratory degree completer program, including curricular reviews, joint academic advising, and consultation among representatives from Marywood and HACC.

2. Credential for Admission: Marywood University requires Harrisburg Area Community College students entering Marywood's Respiratory Therapy degree completer program to have earned their certifying credential, the two-year associate's degree, when they matriculate into the Respiratory Therapy degree completer program. In order to graduate with a baccalaureate degree from Marywood University, a student must earn their registry credential.

3. Joint Responsibilities of Marywood and HACC: The parties agree to maintain current listings of course equivalencies relevant to this agreement and to advise each other regarding relevant changes in these courses and/or programs.
4. HACC's Responsibilities:
 - a) Publicize this Articulation Agreement and the opportunity for application to the Marywood University Respiratory Therapy degree completer program and its admission requirements among its students, faculty, and staff.
 - b) Provide a link on the HACC website to Marywood's Respiratory Therapy degree completer program.
 - c) Inform interested students, faculty members, and staff of the terms and conditions of this Articulation Agreement.
 - d) Advise students applying to Marywood University Respiratory Therapy degree completer program that:
 - 1) Applying to the Respiratory Therapy degree completer program at Marywood University does not automatically constitute admission into the program as each applicant must meet all requirements and satisfy all pre-requisites pertinent to admission;
 - 2) That they will be subject to the same application process and the admissions decision making process as other applicants.
 - e) Assist students to facilitate the accurate and timely submission of application materials.
5. Marywood University's Responsibilities
 - a) Provide HACC with current marketing materials.
 - b) Grant a guaranteed interview to each eligible applicant from HACC.
 - c) Interview HACC College candidates during the first subsequent, available interview day of the admissions cycle, assuming all application materials have been received.
 - d) Offer a \$100.00 discount per credit up to thirty (30) credits to HACC students enrolling in Marywood's Respiratory Therapy Completion Program.
6. Marywood's Policies: Harrisburg Area Community College agrees to follow all applicable Marywood University policies outlined in Marywood's Policies and Procedures Manual, for viewing on the Marywood website at <http://www.marywood.edu/policy/>.
7. Term and Termination: This agreement has been entered into in Scranton, Lackawanna County, Pennsylvania. It shall be effective as of January 11, 2019 and shall continue through January 11, 2021.
8. Termination:
 - a) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least ninety (90) days' prior written notice.
 - b) Either party may terminate this Agreement, at any time, if the other party materially breaches this Agreement or fails to meet the requirements of the

appropriate accrediting body, but only if such failure shall have continued for a period of ten (10) days after receipt of written notice of the breach by the other party,

c) This Agreement terminates immediately if a party's license or permit to operate expires or is revoked, repealed, suspended or placed on probation by a governmental or accrediting agency.

d) Ninety days prior to the termination date of this Articulation Agreement the parties will advise the other of their intention to continue with the agreement in which case the agreement will automatically renew from year to year, discontinue the agreement, in which case the agreement will terminate on the termination date; or provide the other with possible changes to maintain the agreement.

9. Indemnification: Marywood and Harrisburg Area Community College agree to indemnify and hold harmless the other, and their directors, officers, agents (including in the case of Marywood, its Students) and employees from and against any and all claims, demands, actions, settlements or judgments, liabilities, losses, damages, suits, costs, charges, payments and expenses, including reasonable attorneys' fees, arising out of or in consequence to the negligent or intentional acts or omissions of the indemnifying party in connections with performance of this agreement.

10. Notices: All notices or other communication required or permitted under this Agreement, unless otherwise stated, shall be deemed duly given if in writing and delivered personally or sent by reputable overnight courier service (with package tracking capability) or certified mail, return receipt requested, first-class postage prepaid, addressed as follows:

To Marywood: Ms. Joy A. Hughes
Director, Respiratory Therapy Program
Marywood University
2300 Adams Avenue
Scranton, Pennsylvania 18509

With a copy to: Dr. Susan Turell
Provost
Marywood University
2300 Adams Avenue
Scranton, Pennsylvania 18509

To HACC: Mr. R. Curtis Aumiller
Program Director Respiratory Therapy
Harrisburg Area Community College (HACC)
Blocker 101K
One HACC Drive
Harrisburg, PA 17110

Notices will be deemed given on the date of delivery. Either party may change its notice address by giving the other ten (10) days prior written notice of such change.

11. Successors and Assigns: This agreement shall be binding on the parties and their respective successors and assigns. Neither party shall assign this agreement without the prior written consent of the other party.
12. Entire Agreement: This agreement constitutes the entire understanding and agreement of the parties regarding the subject matter hereof and supersedes and replaces all prior understandings or agreements of the parties, whether oral or written, with respect to this matter. This agreement prohibits amendments, modifications, or alterations without the express written agreement of both parties.
13. Effect of Invalidity or Unenforceability: If for any reason any provision of this agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, the validity and effect of the other provisions will not be affected.
14. Waiver: The waiver by Marywood or Harrisburg Area Community College of a breach of any provision of this agreement will not operate or be construed, as a waiver of any breach of any other provision of this agreement.
15. No Third Party Rights: This agreement is between Marywood and HACC only. No other party shall have any enforceable rights under this agreement.
16. Non-Discrimination: The parties agree not to unlawfully discriminate against any person on the basis of race, creed, color, sex, sexual orientation, religion, age, disability, veteran's status, national origin or any other basis prohibited by law. Further, neither party shall unlawfully discriminate among Students participating in this Agreement on the basis of race, national origin, gender, age, creed, ancestry, ethnicity, religion, marital status, familial status, sexual orientation, gender identity or expression, genetic information, culture, language, socio-economic status, domestic or sexual violence victim status, source of income, source of payment, veteran status, or disability; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Students' effective participation in the Program.
17. Governing Law: This agreement and all matters arising from this agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute arising from this agreement shall be instituted only in the Court of Common Pleas of Lackawanna County.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

**HARRISBURG AREA COMMUNITY
COLLEGE**

MARYWOOD UNIVERSITY

By: Cy CH

By: Sister Mary Persico, IHM

Print Name: Ms. Cynthia Doherty

Print Name: Sister Mary Persico, IHM

Title: Provost

Title: President

Date: 2/15/2019

Date: 14 January 2019