



**ARTICULATION AGREEMENT
BETWEEN**

**MARYWOOD UNIVERSITY
AND
READING AREA COMMUNITY COLLEGE
RESPIRATORY THERAPY PROGRAM**

This Articulation Agreement, made this 31st day of August, 2023, by and between Marywood University (Marywood) and Reading Area County Community College Respiratory Therapy Program (RACC).

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

WHEREAS, RACC, is a community college serving Berks County and surrounding counties; and

WHEREAS, Marywood offers a thirty credit (or more dependent on transferring degree), 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 RACC with an enhanced opportunity to pursue advanced study in the Respiratory Therapy degree completion program and earn a Bachelor of Science in Respiratory Therapy (RRT to BSRT).
- b) To promote an efficient transition for RACC students who have met Marywood's eligibility criteria for the Respiratory Therapy degree completion program.
- c) To facilitate exchange of information and encourage academic coordination and cooperation between RACC and Marywood University Respiratory degree completion programs, including curricular reviews, joint academic advising, and consultation among representatives from Marywood and RACC.

- 2. Credential for Admission:** Marywood University requires RACC students entering Marywood's Respiratory Therapy degree completion program to have earned the certifying credential (RRT), the two-year associate degree, before they matriculate into the Respiratory Therapy degree completer program. To graduate with a baccalaureate degree from Marywood University, a student must earn their registry credential. Marywood will

verify credentials of potential students entering Marywood's Respiratory Therapy degree completion program

3. Joint Responsibilities of Marywood and RACC: 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. RACC Responsibilities:
 - a) Publicize this Articulation Agreement and the opportunity for application to the Marywood University Respiratory Therapy degree completion program and its admission requirements among its students, faculty, and staff.
 - b) Inform interested students of the terms and conditions of this Articulation Agreement.
 - c) Advise students applying to Marywood University Respiratory Therapy degree completion program that:
 - 1) Applying to the Respiratory Therapy degree completion 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;
 - d) Assist students to facilitate the accurate and timely submission of application materials.
5. Marywood University's Responsibilities
 - a) Provide RACC with current marketing materials.
 - b) Grant a guaranteed interview to each eligible applicant from RACC.
 - c) Interview RACC candidates during the first subsequent, available interview day of the admissions cycle, assuming all application materials have been received.
 - d) Inform RACC students, current as well as those who have a degree from RACC, that they are subject to the same application process and admissions decision-making process as other applicants.
 - e) Offer a \$100.00 discount per credit up to thirty (30) credits to RACC enrolling in Marywood's Respiratory Therapy Completion Program.
6. Marywood's Policies: RACC 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 August 28, 2023 and shall continue through August 28, 2025. The agreement will automatically renew from year to year. Any changes to maintain the agreement will be communicated accordingly, but at least sixty (60) days before the expiration of the current term.
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.

9. Indemnification: Marywood and RACC and its affiliates 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. Wendy Guzinski
 Director, Respiratory Therapy Program
 Marywood University
 2300 Adams Avenue
 Scranton, Pennsylvania 18509

With a copy to: Ms. Shelby Yeager
 Dean, College of Health and Human Services
 Marywood University
 2300 Adams Avenue
 Scranton, Pennsylvania 18509

To RACC: Director of Academic Partnerships
 10 S. 2nd Street Box 1706
 Reading, PA 19603

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 RACC 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 RACC and its affiliates 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.

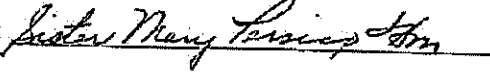
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IN WITNESS WHEREOF, the authorized parties have executed this Agreement the day and year written below.

Reading Area Community College

MARYWOOD UNIVERSITY

By: 

By: 

Print Name: Dr. Susan Looney

Print Name: Sister Mary Persico, IHM

Title: President

Title: President

Date: 9/5/20

Date: August 31, 2023