## ARTICULATION AGREEMENT BETWEEN DUQUESNE UNIVERSITY AND

## STEEL CENTER FOR CAREER AND TECHNICAL EDUCATION

THIS ARTICULATION AGREEMENT (this "Agreement") is made and entered into as of the day of full execution hereof ("Effective Date") by and between Duquesne University of the Holy Spirit ("DUQUESNE") and STEEL CENTER FOR CAREER AND TECHNICAL EDUCATION

## **OBJECTIVE OF THE AGREEMENT**

Based on the commonality of purpose and mutual goal of assuring a quality education, Steel Center for Career and Technical Education and Duquesne University enter into the following articulation agreement. The primary objective of this agreement is to maximize credit transferability while retaining all Duquesne academic requirements and providing a rigorous program of study. This agreement will afford students the opportunity to realize their educational goals and enhance their future employability through a curriculum that is both challenging and rewarding.

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

## TERMS AND CONDITIONS OF THE AGREEMENT

- A. This Agreement applies to Steel Center for Career and Technical Education students who have graduated from high school and have completed two or more years of instruction who plan to enroll in DUQUESNE's Bachelor of Science in Health Sciences Program and Master of Science in Athletic Training Program. DUQUESNE offers students a Health Sciences program with various options leading to a Bachelor of Science in Health Sciences and a possible Master of Science in Athletic Training degree upon completion, depending on which option the student chooses.
- B. Admission to DUQUESNE and DUQUESNE credits will be granted to students who have met the following criteria:
  - 1. Students must have completed the curriculum as outlined in Steel Center for Career and Technical Education Program of Studies catalog.
  - 2. Students must have earned at least a "B" grade average (3.00/4.00) at Steel Center for Career and Technical Education for the years of instruction completed.
  - 3. Students must complete a minimum of two years of instruction at Steel Center for Career and Technical Education within the Sports Medicine (SMART-EST) Program.
  - 4. Students must have a total test score of at least 75% on the appropriate NOCTI Exam (Requirement will be waived until exam has been approved)
- C. Upon verification, the student who has successfully met the criteria set forth in Section B and upon enrollment at DUQUESNE will be awarded a total of three credits towards their elective course requirement (each such student hereinafter referred to as "Qualified Student").

- D. Courses completed at other academic institutions do not affect the nature or scope of this Agreement. Said courses will be evaluated according to the Academic Policies of DUQUESNE regarding transfer credits. Only those Qualified Students who matriculate to DUQUESNE will be granted DUQUESNE course credit.
- E. DUQUESNE reserves the right to change program requirements and/or transfer equivalents. Notice of changes in program requirements by any party of this Agreement must be given in writing in a timely manner. Termination of this Agreement may be made by either party for any reason upon thirty (30) days' written notice to the other paliy.
- F. Qualified Students who sign a letter of intent are indicating their interest in attending DUQUESNE and will be entitled to a waiver of the DUQUESNE application fee. However, this letter of intent does not obligate Qualified Students to attend DUQUESNE. Qualified Students who sign a letter of intent must matriculate within three (3) years.
- G. Steel Center for Career and Technical Education will properly advertise and will provide information regarding DUQUESNE, its academic programs, requirements, and services extended to graduates under the terms of this Agreement. Steel Center for Career and Technical Education will communicate with the DUQUESNE Office of Admissions regarding issues and questions posed by participating students. Any use of DUQUESNE'S logo and/or marks by Steel Center for Career and Technical Education shall be approved in advance by DUQUESNE.
- H. Steel Center for Career and Technical Education will provide the DUQUESNE Office of Admissions with the names and addresses of Steel Center for Career and Technical Education Qualified Students who have indicated an interest in attending DUQUESNE and Qualified Students who would benefit from major department activity information.
- I. This Agreement will be in effect for four (4) years, commencing on the Effective Date. This Agreement may be renewed upon the mutual written agreement of the parties.
- J. Both parties agree to comply with all applicable local, state and/or federal laws and regulations, including the Family Educational Rights and Privacy Act (FERPA).
- K. No amendment or modification to this Agreement shall be effective unless agreed to by both parties in writing.
- L. If any provision of this Agreement be held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such 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.

- M. Neither party may assign, subcontract, transfer or delegate, in whole or in part, any of its rights or obligations under this Agreement except with the prior written approval of the other party.
- N. Each party agrees to indemnify and hold harmless the other party from loss or liability resulting from its own negligent acts and/or omissions.
- O. All notices or official communications which may be required under this Agreement shall be given as follows:

Notice to DUQUESNE:

Joseph Shaffer Clinical Education Coordinator, Assistant Professor Department of Athletic Training Duquesne University 600 Forbes Avenue, 124 HLSB Pittsburgh, PA 15282 Shafferil@duq.edu

Notice to Steel Center for Career and Technical Education:

Lauren Germanowski Sports Medicine Teacher 565 N Lewis Run Road Jefferson Hills, PA, 15025 lgermanowski@steelcentertech.com

- P. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach or threated breach thereof, shall be adjudicated in a federal or state court of appropriate jurisdiction located in Pittsburgh, PA, and each Party hereby expressly agrees and consents to personal jurisdiction and venue of and in the same.
- Q. This Agreement contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, written or oral, pel taining thereto.

The undersigned, duly authorized officials, agree to abide by the above terms and conditions.

STEEL CENTER FOR CAREER

AND TECHNICAL EDUCATION

**DUQUESNE UNIVERSITY** 

12/2/2022

Executive Prestor 10/21/22

DocuSigned by:

David Dausey Executive VP and Provost