

**ARTICULATION AGREEMENT
BETWEEN
JAMESTOWN COMMUNITY COLLEGE
AND
PENNSYLVANIA WESTERN UNIVERSITY**

THIS AGREEMENT, effective as of the date of final signature, is made by and between, Jamestown Community College, hereinafter called “JCC”, and Pennsylvania Western University, hereinafter called “PennWest”.

JCC and PennWest acknowledge their shared mission to provide quality higher education programs, which meet the needs of the region and provide a workforce of highly trained residents.

The primary purpose of this agreement is to enhance the transferability of students and their credits between JCC’s Associate of Applied Science in Nursing Program and PennWest’s Bachelor of Science in Nursing. Students must provide transcript(s) from all institutions attended for review. A secondary purpose is to provide faculty and administration of both institutions with more precise guidelines for advising students interested in pursuing a Bachelor of Science in Nursing.

This agreement does not exclude students from transferring to majors other than the Bachelor of Science in Nursing. Exhibit A, consisting of one (1) page, attached hereto and incorporated herein, outlines the courses that will be accepted from JCC. Exhibit B, consisting of one (1) page, attached hereto and incorporated herein, outlines the courses necessary for the Bachelor of Science in Nursing from PennWest.

I. MUTUAL TERMS AND CONDITIONS

- a. *Academic Policies and Requirements.* PennWest accepts credits from JCC in accordance with the State System Board of Governor’s Policy 1999-01: Student Transfer Policy. The transfer of grades below a “C” will be reviewed in the same manner as the grading policy of native PennWest students so long as the student has earned the Associate of Applied Science in Nursing with an overall GPA of 2.00. PennWest accepts and applies credits from JCC as outlined in the attached Exhibits. PennWest Graduation Residency Requirements include 30 of the last 60 credits must be completed at PennWest and 50 percent of the major coursework requirements must be from a State System University as part of the 120 credit baccalaureate degree requirements. Specific details are outlined in the attached Exhibits as it relates to the various degree pathways and in ensuring the academic standards necessary for awarding of the baccalaureate degree.
- b. *Term of Agreement.* The term of this Agreement shall be five years from the date of execution and will be reviewed annually for accuracy. This Agreement may not exceed a period of five (5) years.

- c. *Termination of Agreement.* Either party may terminate this Agreement for any reason with ninety (90) days' notice. In the event of a substantial breach, either party may terminate this agreement upon the occurrence of the breach by written notice that may be less than 90 days.
- d. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination and related procedures to insure that students enrolled at PennWest are afforded the protections of Title VI of the Civil Rights Act 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 provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. JCC agrees to cooperate with PennWest in its investigation of claims of discrimination or harassment.
- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *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.
- h. *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 contract. 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 the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

EXHIBIT A

Jamestown Community College:

***General Education Courses:**

ENG 1530, English Composition II
MAT 1540, Elementary Statistics
ENG 1510, English Composition I
SOC 1510, Intro. To Sociology
PSY 2510, Lifespan Development
BIO 2510, Anatomy & Physiology I
BIO 2520, Anatomy & Physiology II
BIO 2531/2532, Microbiology/Lab

Free Electives-Pre-Licensure:

Associate of Applied Science Degree-Nursing

Pennsylvania Western University:

ENGL 1200, College Composition 3 credits
STAT 2020, Elements of Statistics 3 credits
ENGL 1100, Intro. to College Composition 3 credits
SOCI 1000, Introduction to Sociology 3 credits
PSYC 2200, Lifespan Developmental Psych. 3 credits
BIOL 2810/2811, Hum. A&P I Lecture/Lab 4 credits
BIOL 3810/3811, Hum. A&P II Lecture/Lab 4 credits
BIOL 2226, Microbiology 4 credits

NURS 1XXX, Nursing Electives 29 credits

NURS 1XXX, Advanced Nursing Electives 8 credits

Total credits accepted: 64 credits

* Additional JCC courses may transfer, please see Exhibit B.

Residency Policy: To earn a PennWest degree, 30 of the last 60 credits must be taken from PennWest. In addition, students will take at least 50% of credits required for the Major from a PASSHE University. The degree-granting University may require up to a maximum of 50% of the Major credits. This is in accordance with PASSHE's academic residency policy and related Board of Governors' policies.