

INSTITUTIONAL ARTICULATION AGREEMENT
BETWEEN
SAINT FRANCIS UNIVERSITY (PENNSYLVANIA)
AND
FRANCISCAN UNIVERSITY OF STEUBENVILLE (OHIO)

Guided by the foundational values and sponsorship of the Franciscan friars of the Third Order Regular of Saint Francis, Province of the Most Sacred Heart of Jesus, Saint Francis University and Franciscan University of Steubenville have entered into conversations to explore mutually beneficial opportunities for collaboration and partnership. These efforts reflect an animation by the spirit of Franciscan joy and openness to constant renewal that each institution may more deeply become instruments of peace, pardon, and hope in a world yearning for the good news of Jesus Christ.

Saint Francis University (Saint Francis) strives to establish strong relationships through collaboration to nurture and expand the University's mission, vision, and strategic goals while contributing to a global vision of societal good brought about by the exercise of effective servant-leadership principles. St. Francis is accredited by the Middle States Commission on Higher Education (msche.org), a regional accreditation agency recognized by the U.S. Department of Education.

Franciscan University of Steubenville (Franciscan), with a vision to become the leading instrument for worldwide renewal at the service of the Catholic Church, is seeking opportunities and collaborations to educate and form students who serve the Church and transform the world. Franciscan is accredited by the Higher Learning Commission (hlcommission.org), a regional accreditation agency recognized by the U.S. Department of Education.

A collaboration that integrates the aspirations and goals of these two institutions, both founded under the leadership and ministry of the Third Order Regular of Saint Francis, Province of the Most Sacred Heart of Jesus, create new opportunities to further the work of Francis of Assisi, serve the Catholic Church, and bring God and the message of ongoing conversion of heart, mind and soul to all who we meet.

It is understood by the parties that both institutions are committed to, and will adhere to, applicable laws and regulations, as well as to applicable government and accreditation agency policies and guidelines, as they may be effective after the date of this Agreement.

While this Agreement is active and for a period of five years after its completion, the parties agree to maintain auditable records of all changes pertaining to this Agreement, and each party hereby agrees to make such records available to the other as each may reasonably require.

In an effort to ease the transfer process and to promote the closer coordination of academic courses, programs and degrees offered by our institutions, we do hereby enter into the following Institutional Articulation Agreement

1. Saint Francis and Franciscan wish to provide a mechanism whereby students have access to a seamless educational path starting with a Franciscan Associate of Science in Natural and Applied Science degree and leading to the completion of a Saint Francis Bachelor of Science in Environmental Engineering degree.

2. Transfer students from Franciscan shall be subject to the catalog in force at the time of their admission to Saint Francis and to any revisions that occur after its publication and prior to their enrollment. Once admitted, such transfer students shall be subject to the same regulations governing applicability of catalog requirements (including, but not limited to major, GPA, graduation, and/or residency requirements, policies, procedures, and standards) as native Saint Francis students. Furthermore, Franciscan transfer students shall be accorded the same class standing and other privileges as native Saint Francis students on the basis of the number of credits earned.
3. Recognizing the system of preparation afforded by the successful completion of a Franciscan Associate of Science in Natural and Applied Science degree, Saint Francis will guarantee admission to Saint Francis' Bachelor of Science in Environmental Engineering program and afford junior standing to all Franciscan students who have earned an AS Natural and Applied Science degree from Franciscan, provided their grade point average is at least 2.0 for all previous college-level courses, and such Franciscan students meet and complete all general eligibility and admission requirements.
4. Saint Francis and Franciscan will work together to maximize the acceptance and application of transfer credit for Franciscan AS graduates. This includes application to general education and core requirements.
5. Franciscan students so admitted to Saint Francis will be considered for admission to the selective programs (majors, minors, or fields of concentration) with the same guidelines that are applied to native Saint Francis students. Franciscan transfer students are responsible for understanding and adhering to the selective admission requirements, according to catalog requirements at Saint Francis.
6. Franciscan students who have not completed their AS degree, or who have earned a cumulative grade point average below 2.0, or those who have been dismissed previously from another institution, will be considered for admission according to the admissions policy and standards of Saint Francis, according to catalog requirements.
7. Under this Agreement, students of Franciscan will be encouraged to complete their AS degree at Franciscan before transferring to Saint Francis.

Should a Franciscan student transfer to Saint Francis prior to completion of a Franciscan AS degree, Franciscan shall provide the opportunity for such Franciscan transfer students to subsequently complete the Franciscan AS degree in absentia using Saint Francis course credit. At least fifteen (15) credits must be earned at Franciscan to be eligible for the AS degree. Saint Francis agrees to supply information to Franciscan in order to facilitate this reverse transfer credit.

In this interest, all course work completed at Saint Francis will be accepted and applied to AS degree requirements at Franciscan consistent with the criteria used for native Franciscan students. The same course may also apply toward baccalaureate degree requirements at Saint Francis.

8. Saint Francis and Franciscan will work together to maximize the acceptance and application of transfer credit. Students transferring credit outside of programmatic articulation agreement will have the application of transfer credit done on a course-by-course basis by Saint Francis. Ultimately, the acceptance and application of Franciscan transfer credit is the decision of Saint Francis.

9. All collegiate level courses completed at Franciscan with a "C" or better grade, by Franciscan students who choose to transfer to Saint Francis before completing an associate degree, will be accepted toward the transferring student's class standing at Saint Francis.

It should be noted that the student may be required to retake any course in which s/he received a grade of "C" where there is a higher minimum grade required for all native Saint Francis students pursuing the same academic program. These credits will also be considered for application to the transferring student's degree requirements using the same criteria used for native Saint Francis students.

10. Saint Francis will provide Franciscan with course equivalent information regarding Saint Francis courses and their Franciscan equivalents. Saint Francis will update the information and provide the most current equivalencies to Franciscan for the upcoming academic year, annually no later than July 1st.
11. Due to curriculum structures and the variability in student enrollment patterns and transferred coursework, Saint Francis cannot guarantee that Franciscan students who transfer under the provisions of this Agreement will complete all the requirements to graduate from Saint Francis within two years or by earning an additional 60 semester hours at Saint Francis.
12. Saint Francis will annually report to Franciscan the total number of transfer students from Franciscan for the previous academic year no later than July 1st.
13. The financial aid offices at both institutions will collaborate in assisting students with continuous financial aid coverage during their time in the program, with the home institution of the student for any semester responsible for administering the financial aid for that semester.
14. The Admissions and Registrar's offices at both institutions will collaborate in assisting students with the transfer process. Franciscan students could begin exploring the program during their first year, and should be applying to Saint Francis for transfer admission early in their second year. Saint Francis academic advisors will be available to students in the program at any point, including when they are enrolled at Franciscan.
15. Both parties are to communicate the conditions of this institutional articulation Agreement, in accordance with federal, state, and local laws, to their respective external and internal constituencies.

Franciscan will appropriately include this Agreement in any listing of articulation and transfer Agreements and will communicate this information through a web portal designed to disseminate transfer information to students, staff, and faculty. Other methods of communication, when appropriate, might include and are not limited to inclusion in the college catalog, program specific materials, and graduate mailings.

Saint Francis will appropriately include this Agreement in any listing of articulation and transfer Agreements and will communicate this information, and afford the appropriate training when necessary, to staff and faculty to support the Franciscan transfer student.

16. Franciscan is hereby granted a limited, non-exclusive, non-transferable license to use the Saint Francis name, tradenames, trademarks, and logos during the term of this Agreement for the sole purpose of promoting this Agreement and Saint Francis programs in accordance with this Agreement.

Saint Francis is hereby granted a limited, non-exclusive, non-transferable license to use the Franciscan name, tradenames, trademarks, and logos during the term of this Agreement for the sole purpose of promoting this Agreement and Franciscan programs in accordance with this Agreement.

Upon termination of this Agreement, the limited licenses set forth in this section will immediately terminate and each party shall (i) cease all such aforementioned use; and (ii) discard, destroy or delete any printed and electronic materials containing the name, tradename, trademark, or logo of the other party. Neither party shall use the name, tradename, logo, or trademark of the other party in any way that would cause confusion in the public mind as to the relationship between the parties, and, except for the limited license set forth in this section, neither party shall by virtue of this Agreement gain any right, title, or interest in any name, tradename, trademark, or logo of the other party.

17. This Agreement will run from July 1, 2019 through June 30, 2024, unless terminated earlier. Thereafter, this Agreement may be renewed by written agreement of the parties. Should the precepts of this Agreement, in the interim, come in conflict with established policy at either institution, the established policy will take precedent and the Agreement will be reviewed for possible modification. In either event, care will be taken to insure that Agreement modifications will not adversely affect students already enrolled and covered under the provision of the existing Agreement.
18. Either party may terminate this Agreement in the event of a material breach by the other party. Such termination to be effective upon the later date of (i) the end of the next admissions application and review period of Franciscan, 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 will 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.
19. Upon expiration or termination of this Agreement for any reason, Franciscan students previously accepted by or admitted to Saint Francis will continue to receive the benefits contemplated by this Agreement, or any applicable addendum thereto, at the time of the student's enrollment at Saint Francis.
20. Severability. 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.
21. 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.
22. Jurisdiction. 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.
23. 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.

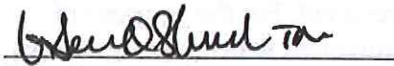
24. **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
25. **Complete Agreement; Integration.** This Agreement contains the complete understanding of the parties with 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.
26. **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.
27. **Independent Contractors.** The parties are independent contractors, and no agency, partnership, 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.
28. **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, or color.
29. **Non-Exclusivity.** This Agreement is not exclusive, and either party may enter into similar agreements with any other party.
30. **Liability.** Each party agrees to be responsible for any personal injury, property damage, or other liability caused by the negligent acts or negligent omissions by or through itself or its agents, employees, and contracted servants and each party further agrees to defend and be solely responsible for itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
31. **FERPA.** Each party acknowledges that information (if any) received from either institution regarding its students may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the student's written consent.
32. **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.

This agreement is effective as of July 1, 2019.

Franciscan University




Dr. Daniel Kempton
Chief Academic Officer



Rev. Sean O. Sheridan, TOR
President

Appendix I: Recommended Course Sequence
Appendix II: Course Equivalencies

Saint Francis University



Dr. Karan Powell
Provost



Rev. Malachi Van Tassell, T.O.R.
President

Appendix I: Recommended Course Sequence

FUS Pre-Engineering

FIRST YEAR

First Semester

CHM 111 General Chemistry I	3
CHM 116 General Chemistry I Lab	1
EGR 201 Engineering Innovation I	2
MTH 161 Analytical Geometry & Calc I	4
PHL 113 Phil of Human Person	3
PSY 105 or SOC 101 Social Science Core	3

Credits: 16

Second Semester

CHM 112 General Chemistry II	3
CHM 117 General Chemistry II Lab	1
MTH 162 Analytical Geometry & Calc II	4
PHY 220 University Physics I	3
PHY 221 University Physics I Lab	1
ENG 103 Freshman English I	3
History Core	3

Credits: 18

SECOND YEAR

First Semester

CHM 203 Organic Chemistry I	3
CHM 205 Organic Chemistry I Lab	1
EGR 215 Rigid Body Statics	3
MTH 261 Analytical Geometry & Calc III	4
Fine Arts Core (FNAR)	3
PHL 212 Foundations of Ethics (GETM1)	3

Credits: 17

Second Semester

PHY 224 University Physics III	3
PHY 225 University Physics III lab	1
MTH 265 Differential Equations	3
EGR 216 Rigid Body Dynamics	3
ENG 210 or 211 Literature Core	3
THE 101 Foundations of Catholicism	3

Credits: 16

SFU Environmental Engineering

THIRD YEAR

First Semester

ENGR 301 Fluid Mechanics	4
PHYS 301 Thermodynamics	4
ENVE 311 Aquatics and Atmospheric Chem GETM2	3
CS Collateral Set	3
ENVE 201 Env Eng Statistics Lab	1
ENVE 321 Env. Eng. Measurements I	3

Credits: 18

Second Semester

ENVE 313 Modeling and Sim. of Env. Sys.	3
GEOL 205 Physical and Structural Geology	3
ENVE 312 Transport Processes	3
ENVE 322 Env. Eng. Measurements II	3
CS Collateral Set	4

Credits: 16

FOURTH YEAR

First Semester

ENVE 413 Env. Hydraulics and Hydrology	3
ENVE 411 Chem. and Biol. Reactor Design	3
ENVE 415 Senior Lab	3
ENVE 498 Senior Project Proposal	1
LANG XXX Language > 101	3
GETM 4 Social Systems	3
ENVE 492 Senior Seminar	1

Credits: 17

Second Semester

GETM 3 Communications and Diversity	3
ENVE 4XX Pollution Control Elective	3
ENVE 499 Senior Project	3
EPPS	3
CORE 407 Keystone Seminar	3
ENVE 4XX Water and Waste Water Elective	3

Credits: 18

Waive Core 113

Appendix II: Course Equivalencies

Course equivalencies

<u>SFU</u>			<u>FUS</u>		
<u>Course #</u>	<u>Name</u>	<u>Credits</u>	<u>Course #</u>	<u>Name</u>	<u>Credits</u>
CHEM 121	General Chemistry I	4	CHM 111+116	General Chemistry I	3+1=4
CHEM 122	General Chemistry II	4	CHM 112+117	General Chemistry II	3+1=4
CHEM 211	Organic Chemistry I	4	CHM 203+205	Organic Chemistry I	3+1=4
ENGR 101+102	Intro. To Eng. I&II	1+1=2	EGR 201	Engr. Innovations I	2
ENGR 201	Statics	3	EGR 215	Rigid Body Statics	3
ENGR 202	Dynamics	3	EGR 216	Rigid Body Dynamics	3
ENGL 103	Writing for a Discipline	3	ENG 103	Freshman English I	3
ENGL 104	Intro to Literature	3	ENG 210 or 211	Literature Core	3
MATH 121	Calculus I	3	MTH 161	Analytical Geo and Calc I	4
MATH 122	Calculus II	3	MTH 162	Analytical Geo and Calc II	4
MATH 215	Introductory Stats	3	<i>Any of the following 3</i>		
			MTH 401	Probability and Stats	3
			PSY 204	Psychological Stats	3
			ECO 212	Fund of Business Stats	3
MATH 221	Calculus III	3	MTH 261	Analyt Geo and Calc III	4
MATH 306	Diff Equations I	3	MTH 265	Diff Equations	3
PHYS 121	Physics I	4	PHY 220+221	University Physics I	3+1=4
PHYS 122	Physics II	4	PHY 224+225	University Physics III	3+1=4
HISTORY	HIST 100/200	3	History Core		3
FNAR	Fine arts elective	3	Catholic Traditions in Fine Arts Core		3
RLST 105	Francis and Global Issues	3	<i>Either of the following two</i>		
			THE 101	Found of Catholicism	3
			THE 110	Scripture and Trad	3
PHIL 205	PHIL 205	3	<i>Either of the following two</i>		
			PHL 113	Phil of Human Person	3
			PHL 211	Metaphysics	3
GETM 1	Ethics Bracket	3	PHL 212	Philosophy of Ethics	3
EPPS		3	<i>Any of the following 3</i>		
			POL 220	American National Gov	3
			PSY 105	General Psychology	3
			SOC 101	Introductory Sociology	3