

**ERIE COUNTY TECHNICAL SCHOOL
PROPOSED AGENDA ITEM**

DATE: December 15, 2020

SUBJECT: Curriculum

CATEGORY: **Operations: X** **Policy:** **Information:** **Personnel:**

INITIATED BY: Sandra Carr

DESCRIPTION: Edinboro Univeristy of Pennsylvania will offer 9 credits for high school graduates completing the Program of Study and achieving a proficiency level of “Advanced” or “Competent” on the National Occupational Competency Testing Institute’s (NOCTI) end-of-program assessment or the National Institute of Metalworking Skills (NIMS) assessment.

- Auto Body Repair
- Automotive Technology
- Construction Trades
- Drafting & Design
- Electrical Engineering
- Facility Maintenance Technologies
- Metal Fabrication
- Precision Machining

The Articulation Agreement is attached.

RECOMMENDATION: Motion to approve the Articulation Agreement between Edinboro University of Pennsylvania and the Erie County Technical School for the programs listed above.

ARTICULATION AGREEMENT
Between
EDINBORO UNIVERSITY
And
ERIE COUNTY TECHNICAL SCHOOL

This agreement, made on this date, November 17, 2020, provides a means by which completers of specified technical programs at Erie County Technical School (hereafter "ECTS") can receive advanced standing credit in the Associate of Applied Science Degree in Applied Technology, Associate of Engineering Technology Degree in Manufacturing Engineering Technology, Bachelor of Science Degree in Applied Technical Leadership, and Bachelor of Science Degree in ATL-Industrial & Engineering Administration programs offered by Edinboro University (hereafter "EU").

I. Principles of Agreement

1. A student who has earned a high school diploma, satisfactorily completed a Pennsylvania Department of Education Program of Study at ECTS (Exhibit A), and achieved a proficiency level of Advanced or Competent on the National Occupational Competency Testing Institute's (NOCTI) end-of-program assessment or the National Institute of Metalworking Skills (NIMS), will have the opportunity to earn 9 EU credits required for the Associate and/or Bachelor Degrees as articulated in this agreement (Exhibit A).
2. To receive these credits and have them posted on a college transcript, **the student must apply** and be admitted to EU, **within three years of completing their program at ECTS**.
 - a. **Admission of Student.** Prior to matriculation at EU, the ECTS student confirms the intent to enroll by completing the EU admissions application. Participation in the program at ECTS does not guarantee admission to EU. All students will follow established guidelines for general admission to the University.
 - b. **Acceptance into AAS, AET or BS Program.** EU will acknowledge the student's intent to enroll and the student must submit appropriate advanced deposits that will be credited towards the first semester fees.
 - c. **Student Transcript.** The student must forward an official high school transcript verifying program completion to EU. Any costs associated with these transcripts/documents will be paid by the student.
3. **Academic Policies and Requirements.** The specific academic policies/degree requirements in effect for the Associate or Bachelor degree as awarded by EU will be as such exists at the time of the student's admission into the program.
4. **University Representatives/Monitors.** Representatives from both ECTS and EU will provide ongoing assessment of the agreement.

II. Mutual Terms and Conditions

- a. *Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution. Students must enroll at EU within three calendar years of their graduation from ECTS to take advantage of the provisions of this agreement. Students graduating prior to three years before their enrollment at EU will have their credits reviewed by the EU Physics and Technology department.
- b. *Termination of Agreement.* The University may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the University terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on 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 the Americans with Disabilities Act (ADA). EU students are protected by 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 ADA. ECTS agrees to cooperate with EU in its investigation of claims of discrimination or harassment.
- d. *Reporting of Sexual Violence and Sexual Harassment.* Student and/or EU shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the EU Title IX Coordinator, Mr. Andrew Matt, at 814.732.1564 or TitleIX@edinboro.edu.
- 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.

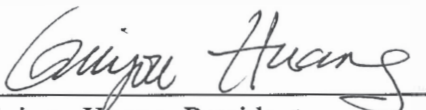
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

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

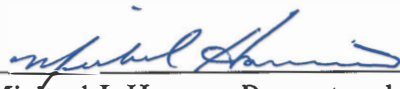
NOW THEREFORE, ECTS and EU officially confirm the following terms of this Agreement:

This articulation agreement is effective upon signature of University Legal Counsel.

Signatures for Edinboro University:

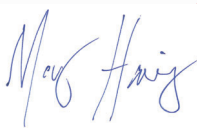


Guiyou Huang, President



Michael J. Hannan, Provost and Vice
President for Academic & Student Affairs

Approved as to Form & Legality:



Digitally signed by
Molly Harris
Date: 2020.11.17
15:58:33 -05'00'
University Legal Counsel

Signatures for Erie County Technical School:



Dr. H. Fred Walker, Director

EXHIBIT A
ARTICULATED COURSEWORK

Upon meeting the terms of this Articulation Agreement, students will receive the following credit for these programs:

ECTS Program Completed

EU Course (credits)

Auto Body Repair	ENGR 298 (9 credits)
Automotive Technology	ENGR 298 (9 credits)
Construction Trades	ENGR 298 (9 credits)
Drafting & Design	ENGR 298 (9 credits)
Electrical Engineering	ENGR 298 (9 credits)
Facility Maintenance Technologies	ENGR 298 (9 credits)
Metal Fabrication	ENGR 298 (9 credits)
Precision Machining	ENGR 298 (9 credits)