

# **AGREEMENT**

Between

Community College of Allegheny County

And

Indiana University of Pennsylvania

Regarding a

Collaborative Initiative Leading to

IUP's Bachelor of Science

in Various Business Programs

The Community College of Allegheny County (CCAC) and Indiana University of Pennsylvania (IUP) acknowledge their shared mission to provide quality higher education programs that meet the needs of the community and promote the common good. CCAC and IUP acknowledge their special obligation to provide greater access and new educational opportunities and do so at a reasonable cost. The institutions wish to continue to cooperate in providing a program of study that will enhance access to public education to residents of southwestern Pennsylvania as they prepare for professional and managerial careers in business.

The purpose of this Agreement is to convey the cooperative relationship between CCAC and IUP regarding CCAC's Associate of Science Degree (AS) in the University Parallel Business Program (097) and IUP's Bachelor of Science Degree\* in various business disciplines. This Agreement serves both to enhance the articulation of students and transferability of credits earned from CCAC's Associate of Science Degree in business to IUP's BS degree in various business disciplines. **This Agreement supersedes and replaces any existing agreement regarding a Collaborative Initiative Leading to IUP's Bachelor of Science in Various Business Programs.**

The CCAC AS and the IUP BS programs shall feature the same curriculum as approved by CCAC and IUP, respectively. Both CCAC and IUP agree to follow the standards and criteria of the Middle States Commission on Higher Education in the implementation and maintenance of this cooperative effort. Specific IUP liberal studies course requirements have been identified within the applicable program requirements. It is agreed that all courses from either CCAC or IUP identified as meeting program requirements shall meet the degree and residency requirements for both the AS and the BS degrees. Furthermore, it is agreed that CCAC students may apply up to 75 credit hours of coursework toward completion of each of the BS in Business programs listed in the agreement. Finally, this degree completion agreement for IUP's BS in Business programs is applicable to CCAC's entire student body regardless of the CCAC campus upon which their credits are earned. The agreement of articulation for the AS degree in the University Parallel Business Program is attached and describes the acceptance of academic credits between CCAC and IUP.

\*IUP's BS Degrees in business include:

- BS in Accounting
- BS in Finance
- BS in Management
- BS in Human Resource Management
- BS in International Business
- BS in Marketing
- BS in Hotel, Restaurant, Tourism, and Event Management

This Agreement includes a commitment to deliver a combination of live, remote instruction, and online coursework specifically to facilitate degree completion. IUP will also have the option of delivering instruction in person at an available CCAC location. The BS in Management is the core program of the partnership and other BS programs in Business have and may be added in the future by mutual agreement.

In any event, CCAC students will be allowed to apply up to 75 credits toward completion of each of IUP's BS in Business programs regardless of which CCAC campus those credits are earned. Given our commitment to collaboration and IUP's option to offer some onsite delivery at a CCAC facility, this Agreement identifies the provision of resources and conditions for the cooperative presence of IUP programming specifically at a CCAC Campus.

## **I. ARTICULATION**

Students in the CCAC AS in University Parallel Business Program may receive provisional acceptance into IUP's Bachelor of Science in various business majors while in the AS degree program offered by CCAC. Upon entrance to one of IUP's BS in business programs, the CCAC graduate will receive 15 credits for business courses taken in the entry-level program at CCAC. An *Academic Passport* also recognizes up to 60 credits of liberal studies and free electives, which may have been earned during the AS program as needed to meet the requirements of the BS program, which includes such courses as found on the program sheets attached.

## **II. IUP BACHELOR OF SCIENCE IN BUSINESS PROGRAMS DELIVERABLE AT CCAC**

### **A. ACADEMIC**

It is understood that while IUP can teach on-site at CCAC if resource permit, most instruction will be delivered synchronously via remote instruction or asynchronously online. All IUP courses taught by IUP faculty are owned by IUP and backed up by individual course syllabi.

IUP business faculty will teach all IUP business courses identified in the latest BS degree program requirements. CCAC faculty will offer all of the coursework leading to the AS degree. IUP agrees to accept the CCAC courses that match the liberal studies and business requirements for the BS degree as transferred courses.

Students must be accepted by IUP for admission to the BS program.

In the event that IUP wishes to schedule in-person instruction at a CCAC facility, the CCAC dean of business (or his/her designee) will notify IUP's Eberly College of Business of the ability of CCAC to accommodate any of

IUP's classes for the applicable upcoming semester, and as relevant, the due dates for reserving classrooms and ordering books, as well as giving notice of other pertinent information (e.g.: changes in policies regarding student parking, use of technology, policies and restrictions regarding COVID-19 matters). IUP will determine appropriate class sizes and number of sections of IUP business coursework to be offered each semester and notify CCAC administration with the information by the due date. All IUP's coursework will be taught on the IUP academic calendar, even when taught at a CCAC facility, while CCAC courses will be taught on the CCAC calendar. (If IUP is teaching onsite, CCAC will provide classroom facility to accommodate the IUP Calendar.)

## **B. SPACE AND EQUIPMENT**

In the event that IUP chooses to send a faculty member to a CCAC facility to teach a course, CCAC will provide the following space and equipment to IUP business faculty:

1. The opportunity to schedule classrooms as needed to accommodate up to three (3) sections each for business courses offered by IUP .  
Classrooms shall need to accommodate up to 40 students in a classroom and 30 students in a lab and be fully equipped with smart technology for multimedia presentations. (Note: The equipment needs reflect current technology requirements and will change as technology changes.)
2. All facility maintenance, cleaning and equipment repair associated with this program housed on a CCAC campus will be maintained by CCAC. CCAC reserves the right, with providing a minimum of ninety (90) days written notice to IUP prior to the beginning of any given semester term, to assess a facilities usage fee (in compliance with CCAC's policies for the same) to IUP as relative to IUP's planned classroom and technology usage.
3. IUP recognizes and agrees that CCAC is not able to guarantee that all desired classroom space will be available for reserving by IUP each semester; as such reservations shall be strictly contingent upon the CCAC's own space requirements from year to year, in addition to any limitations that may need to be imposed as relative to paragraph 4 below.
4. All facilities usage by IUP will need to comply with CCAC's then current COVID-19 procedures and the Pennsylvania Department of Education ("PDE") guidelines as may be applicable from semester to semester. It is further recognized and agreed that all instruction shall move online immediately if the Commonwealth and/or PDE should issue guidelines that would result in CCAC pursuing such actions for its own instructional purposes.

### **C. ADVISING AND SECRETARIAL SUPPORT**

IUP agrees to provide:

1. Advisement for all students in the collaborative.
2. Secretarial support for the IUP faculty assigned to teach at a CCAC campus

### **D. REGISTRATION**

IUP will register all IUP students enrolling in any IUP business courses at the CCAC campus. IUP students will register through IUP's onsite coordinator or through an online registration mechanism.

IUP students enrolling in coursework at a CCAC campus who will also be registering for CCAC courses will register according to the regular CCAC registration dates.

### **E. FINANCIAL**

All students registered for IUP courses will pay tuition and fees directly to IUP. Students registered in the program will be charged standard IUP tuition for IUP courses. Tuition rates for subsequent academic years will be determined by the State System of Higher Education Board of Governors each year. All students, who are registered for CCAC courses, will pay tuition and fees directly to CCAC. IUP will assess fees only to students taking IUP courses. Tuition waivers for IUP employees and their dependents will not be granted for CCAC courses.

The IUP Eberly College will notify IUP's Financial Aid office of students enrolled at CCAC in the BS in Business program. IUP will provide financial aid services to students in the cooperative BS degree program. CCAC will provide appropriate records and documentation to IUP officials as requested. A Federal Title IV Consortium Agreement between CCAC and IUP will specify the responsibilities of each institution in delivering financial aid services to students in the cooperative Bachelor of Science in business degree program.

Financial aid will be awarded to students in the 097 collaborative, by IUP, once a student begins taking an IUP class(es) and continues through completion of their degree, dismissal from the university, or program change. CCAC will code the students as 097 collaborative students. CCAC and IUP will work jointly to ensure the students' credits are accurately reflected in the financial aid process.

### **III. MUTUAL TERMS AND CONDITIONS**

#### **A. STUDENT SERVICES**

It is agreed that any collaborative enrolled in IUP business courses at CCAC should not have to go to any IUP campus or off-campus center for services. Both parties do reserve the right to provide courses and student services through appropriate distance education technology.

CCAC-IUP students enrolled in the IUP Bachelor of Science in Business collaborative programs will enjoy the same services provided to all CCAC students.

#### **B. RECRUITMENT**

It is the intention of both IUP and CCAC to promote and advertise their cooperative business degree program and, more specifically, to promote and advertise both the AS degree and IUP's BS degree at CCAC.

#### **C. STUDENT RECORDS**

Both parties reserve the right to audit the other party's records that relate to this cooperative program. Access to either party's records might also be required by the state auditors as part of their annual audit of either party's records. A student records release form will be signed by each student enrolled in this program.

#### **D. DISABILITY SERVICES**

The offices that provide accommodations for students with disabilities on each campus are identified as: CCAC Office of Supportive Services and IUP's Advising and Testing Center/Disability Support Services. It is understood that:

1. Eligibility for accommodations for students with disabilities will be determined by the disability service office of the institution that has ownership of the course(s) regardless of the physical location of the course(s).
2. The disability service offices from each institution will provide notice of accommodation approvals and denials in accordance with procedures established by the institutions.
3. Each host disability service office will assist with implementation of accommodations on behalf of the visiting institution.
4. Each institution will retain privileges for required procedures to implement accommodations for their courses and for accommodations provided for the courses of the visiting institution. This provision may require students to adhere to procedures for accommodations as

established by both institutions.

5. In order to carry out the terms of this Agreement, students with disabilities who request accommodations that will be implemented by the host institution may be advised to complete a formal release that permits the disability service offices to share information on a need-to-know basis. Such information may include, but not be limited to, disability documentation and approval and denial decisions for accommodations.
6. Students who refuse to sign a release to share information between the disability service offices may risk loss of accommodations if such cannot be carried out without the requested information.
7. When students with disabilities enrolled in the business programs self-identify to the disability service offices, the host institution agrees to provide explanation to said students regarding procedures as outlined in this Agreement.
8. Each institution acknowledges that accommodations for students with disabilities cannot be predicted in terms of numbers or types of requests, staffing necessary with regard to time and numbers, space needed and/or costs associated with review and decision-making as related to accommodation requests and/or with regard to implementation of reasonable accommodations.
9. Each institution agrees to provide to the visiting students with disabilities as is available, the staff; space and equipment necessary to provide reasonable accommodations as is provided to students with disabilities who are enrolled in courses owned by the host institution.
10. The disability service providers will retain the right, on behalf of their institutions, to identify accommodations that go beyond reasonableness and/or that compromise the operation of the institution and/or that result in a direct cost to the institution. When such is identified, the following shall occur:
  - a) Personnel from the host disability service office will advise personnel from the visiting disability service office of such.
  - b) Personnel from the disability service offices will prepare a recommendation and provide such to appropriate administrative personnel of each institution.
  - c) Administrative personnel from each institution will entertain the recommendation of the disability service offices and provide an efficient financial mechanism for implementation of the recommendation or will offer an alternative financial mechanism/recommendation that will insure implementation of reasonable accommodations that adheres to federal mandates for

such.

**E. TERM OF THE AGREEMENT**

It is agreed that this program will be continued by mutual agreement for five (5) years and may be canceled by either institution with 90 days written notice. Upon notification of cancelation, the program will continue in place for a period of three (3) years to allow students to complete the program. Students who are unable to complete the program during this period will be expected to finish at IUP's main campus or online.

**F. TERMINATION OF THE AGREEMENT**

This Agreement may be terminated in accordance with the following provisions:

1. Either party may terminate this Agreement for any reason by issuing a minimum of a 90 day advance written notice.
2. Either party may terminate this Agreement in the event of a material breach by the other party, effective no less than 60 days after the issuance of a notice that includes a description of the breach; *provided* in either case that the breaching party shall 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.
3. Upon expiration or termination of this Agreement for any reason, no new students will be admitted, and continuing students will be allowed to complete the program.

**G. NON-DISCRIMINATION**

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, and 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.

**H. INTERPRETATION OF THE AGREEMENT**

The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

**I. MODIFICATION OF THE AGREEMENT**

This Agreement shall only be modified in writing with the same formality as the original Agreement and will be reviewed by representatives of both institutions annually in June of each year.



**J. RELATIONSHIP OF PARTIES**

The relationship between the parties to this collaborative 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.

**K. 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 Agreement. This provision shall not be construed to limit the Commonwealth's, the University's, or CCAC'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 or governmental immunity of the Commonwealth, or of the State System of Higher Education, or the University, or that of Community College of Allegheny County.

**L. ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

*[This space left intentionally blank. Signature page follows.]*

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

**Indiana University of Pennsylvania**

**Community College of Allegheny County**

By: \_\_\_\_\_

By: Frank A. Sargent

Name: Michael Driscoll, PhD  
Title: President

Name: Frank A. Sargent, Ed.D., J.D.  
Title: Vice President & Chief of Staff &  
Interim Provost

Date: 2/28/2023

Date: 2/28/2023

Approved as to form and legality:

\_\_\_\_\_  
University Legal Counsel  
State System of Higher Education

Effective Date of the Agreement:

\_\_\_\_\_  
*[to be completed by the University]*