

**INSTITUTIONAL ARTICULATION AGREEMENT**

**BETWEEN**

**FRANCISCAN UNIVERSITY OF STEUBENVILLE**

**AND**

**WEST VIRGINIA NORTHERN COMMUNITY COLLEGE**

This Institutional Articulation Agreement is made between Franciscan University of Steubenville ("Franciscan") and West Virginia Northern Community College ("West Virginia Northern") in recognition of the need to facilitate the transfer of students from West Virginia Northern to Franciscan to pursue and achieve their educational goals.

**WITNESSETH**

WHEREAS, located in southeastern Ohio, Franciscan integrates strong academics with a dynamic faith environment to form a vibrant Catholic intellectual and faith community of over 2,400 students from all 50 states and 12 countries. With 40 plus undergraduate degrees, 12 graduate programs, and a popular study-abroad program in Austria, Franciscan has ranked in the elite top tier of Midwest universities in U.S. News & World Report's guidebook on "America's Best Colleges" since 1998. It is also on FORBES select list of America's Top Colleges, Kiplinger's Best Values in Private Universities, and the Cardinal Newman Society's Guide to Choosing a Catholic College. Franciscan is accredited by the Higher Learning Commission ([hlcommission.org](http://hlcommission.org)), a regional accreditation agency recognized by the U.S. Department of Education.

WHEREAS, West Virginia Northern is a comprehensive community college responsible for educational programs of two years or less duration for high school graduates and adults. As a comprehensive community college, Northern offers a wide variety of programs and courses in the arts and sciences, career-technical education, developmental studies, and community service. Under an open-door enrollment policy, the College admits all adults desiring postsecondary education. High school students recommended by their schools for early entrance are also admitted. Graduates receive Associate in Arts degrees, Associate in Science degrees, Associate in Applied Science degrees and Certificates.

WHEREAS, 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.

WHEREAS, while this Agreement is active and for a period of five years after its completion, the parties agree to maintain auditable records of all charges pertaining to this Agreement, and West Virginia Northern hereby agrees to make such records available to Franciscan as Franciscan may reasonably require. Likewise, Franciscan agrees to make such records available to West Virginia Northern as may reasonably be required.

NOW THEREFORE, in consideration of the mutual promises set forth herein and to ease the transfer process and to promote the closer coordination of academic courses, programs and degrees offered by our institutions, the parties do hereby enter into the following institutional Articulation Agreement:

1. West Virginia Northern and Franciscan wish to provide a mechanism whereby students have

access to a seamless educational path starting with a West Virginia Northern Associate of Applied Science degree in Criminal Justice and leading to the completion of a Franciscan Bachelor of Science degree in Criminal Justice. Students successfully completing the 2+2 Program will receive an Associate of Applied Science degree from West Virginia Northern. Upon successfully completing the remaining specified credit hours at Franciscan University, they will receive a Bachelor of Science degree in Criminal Justice.

The "2+2" term is used to refer to a transfer agreement through which a student completes an Associate degree at WVNCC and finishes a Bachelor's degree at Franciscan. Because of individual student factors, part-time or full-time status, need for developmental education coursework, scheduling and availability of courses, or other factors, all students may not be able to complete this degree in two (Associate's) or four (Bachelor's) years. The term "2+2" does not imply a guarantee that a student will be able to complete all requirements in four years.

2. Transfer students from West Virginia Northern shall be subject to the catalog in force at the time of their admission to Franciscan 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 Franciscan students. Furthermore, West Virginia Northern transfer students shall be accorded the same class standing and other privileges as native Franciscan students on the basis of the number of credits earned.
3. Recognizing the system of preparation afforded by the completion of the specific course sequence developed for this articulation in the West Virginia Northern Associate of Applied Science (AAS) degree, Franciscan will guarantee admission to all students who have earned an AAS in Criminal Justice degree from West Virginia Northern, provided their grade point average is at least 2.0 for all previous college-level courses, into the Bachelor of Science in Criminal Justice program at Franciscan, provided that such West Virginia Northern students meet and complete all general eligibility and admission requirements.
4. West Virginia Northern students who have not completed their AAS 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 Franciscan, according to catalog requirements.
5. Franciscan and West Virginia Northern will work together to maximize the acceptance and application of transfer credit. Students transferring credit outside of programmatic articulation Agreements will have the application of transfer credit done on a course-by-course basis by Franciscan. Ultimately, the acceptance and application of West Virginia Northern transfer credit is the decision of Franciscan.
6. Franciscan will provide West Virginia Northern with course equivalent information regarding Franciscan courses and their Franciscan equivalents. Franciscan will update the information and provide the most current equivalencies to West Virginia Northern for the upcoming academic year, annually no later than July 1st.
7. Due to curriculum structures and the variability in student enrollment patterns and transferred coursework, Franciscan cannot guarantee that West Virginia Northern students who transfer under the provisions of this Agreement will complete all the requirements to graduate from Franciscan within two years or by earning an additional 61-62 semester hours at Franciscan.

8. Franciscan will annually report to West Virginia Northern the total number of transfer students from West Virginia Northern for the previous academic year no later than July 1<sup>st</sup>.
9. Federal regulations mandate that financial aid can be disbursed to a student by only one institution during any given term. Financial aid eligibility through West Virginia Northern ends when the student completes their West Virginia Northern degree [or leaves West Virginia Northern] and commences working upon a degree program at Franciscan. Financial aid consortium agreements will be available to students pursuing a bachelor degree at Franciscan and exercised where permissible, with Franciscan, serving as the home institution.

#### **Term, Renewal, and Termination of this Agreement**

The Vice President for Academic Affairs at Franciscan and the Provost at West Virginia Northern, or their designees, are responsible for identifying and communicating to the other party any changes in the policies and/or requirements of their respective institutions that affect this Agreement.

This Agreement shall take effect, as of the date of its signing, for students entering West Virginia Northern in the 2021 summer semester and thereafter. It is understood that this Agreement will be reviewed annually by the appropriate parties at each institution, as designated by the officers listed below, and will be renewed automatically until superseded by either a new Agreement or formal termination. Either institution may terminate this Agreement at any time by written notice of at least one year in advance of the effective date of termination.

#### **General Provisions**

- A. **Amendments and Assignment.** The terms and provisions of this Agreement may be modified or amended only by the written consent of both Parties.
- B. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all such counterparts, together, shall constitute one and the same legal instrument.
- C. **Force Majeure.** Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; riots, acts of terrorism; labor disputes or stoppages; war; government acts, recommendations, guidelines, or orders including but not limited to COVID-19 or other epidemics, pandemics or outbreak of communicable disease (including but not limited to the suspension and/or cancellation of on-campus activities by the University due to the epidemics, pandemics or outbreak of communicable disease such as COVID-19); quarantines; national or regional emergencies; fire, explosion; utility, internet, or telecommunication service interruptions or outages; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party as soon as possible (within 24 hours) following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof.

*All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, if feasible, not to cancel but reschedule the*

*pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.*

- D. Relationship of the Parties. This Agreement is not intended, nor should anything herein be construed, to create the relationship of partners, joint venturers, principal and agent, employer and employee, or other fiduciary relationship between the Parties hereto. The Parties shall have the status of independent contractors and neither party shall have the authority to bind the other in any matters relating to this Agreement. Neither party will be entitled to receive workers' compensation benefits from the other party.
- E. Indemnification and Release. West Virginia Northern shall indemnify and hold harmless Franciscan, its Board of Trustees, administration, officers, faculty, and employees for and against damages, liabilities, losses, costs, and expenses, but only to the extent caused by the intentional, reckless, or negligent acts, errors, or omissions of West Virginia Northern, or of those for whom West Virginia Northern is legally liable, which arise out of West Virginia Northern's performance of its professional services under this agreement.
- Franciscan shall indemnify and hold harmless West Virginia Northern, its officers, and employees from and against damages, liabilities, losses, costs, and expenses, but only to the extent caused by the intentional, reckless, or negligent acts, errors, or omissions of Franciscan, or of those for whom Franciscan is legally liable, which arise out of the FUS's performance of its professional services under this agreement.
- Neither West Virginia Northern nor Franciscan shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.
- F. Non-Exclusive. Nothing herein is intended nor shall be construed as creating an exclusive arrangement between Franciscan University and West Virginia Northern.
- G. Use of Name. Neither Party shall use the name or marks of the other in any press materials or web-based or other publication without the prior written permission of the other Party.
- H. Dispute Resolution. In case of any dispute, the Parties agree to attempt to resolve such dispute amicably.
- I. Governing Law. This Agreement shall be governed and construed according to the laws of the State of Ohio. The forum for any disputes shall be the courts of the State of Ohio.
- J. Entire Agreement. This Agreement constitutes the entire, integrated agreement of the Parties about the subject matter of this Agreement and any previous agreements, understandings, and negotiations on that subject cease to have any effect.



## Course Equivalents and Requirements for Criminal Justice WVNCC/FUS Articulation

| WV NORTHERN COMMUNITY COLLEGE |   |       | FRANCISCAN UNIVERSITY |   |       |
|-------------------------------|---|-------|-----------------------|---|-------|
| COURSE #                      | COURSE TITLE                                    | CR HR | COURSE #              | COURSE TITLE  | CR HR |
| ART 150                       | Art Appreciation                                | 3     | Fine Arts             | Fine Arts core requirement                          | 3     |
| BIO 110                       | Principles of Biology                           | 4     | BIO 106               | Survey of Biological Science                        | (4)   |
| CRJ 206                       | CRJ Administration and Leadership               | 3     | CRJ 304               | Police Administration and Management                | 3     |
| CRJ 220 & CRJ 221             | Criminal Law (220) and Criminal Procedure (221) | 6     | CRJ 302 & Elective    | Criminal Law and Procedure + Elective               | (6)   |
| CRJ 245                       | Intro to Juvenile Justice System                | 3     | SOC 410               | Juvenile Delinquency                                | 3     |
| CRJ 246                       | Probation and Parole                            | 3     | CRJ 315               | Probation, Parole and Alternative Disposition       | 3     |
| CRJ 276                       | Criminology                                     | 3     | SOC 205               | Criminology   | 3     |
| CRJ*                          | Restricted Electives. Choose 2                  | 6     |                       | Electives   | 6     |
| ECON 104                      | Prin. of Macroeconomics                         | 3     | ECO 201               | Principles of Macroeconomics                        | 3     |
| ENG 101                       | College Composition I                           | 3     | ENG 103               | Freshman English I (Elective)                       | 3     |
| ENG**                         | Literature                                      | 3     | ENG                   | Literature Core requirement                         | 3     |
| HIST 100 or 101               | World Cultures I or II                          | 3     | HST 105 or 106        | Western Civilization I or II                        | 3     |
| MATH 108 or 210               | College Algebra (4) or Statistics (3)           | 3-4   | MTH or MTH 204        | General Math core (4) or Statistics (3) (Math core) | 3-4   |
| PHIL 200                      | Intro. to Philosophy                            | 3     | PHL                   | Philosophy core requirement                         | 3     |
| POLS 102                      | American Nat'l Government                       | 3     | POL 220               | American Nat'l Government (AFP core)                | 3     |
| PSYC 105                      | Introduction to Psychology                      | 3     | PSY 105               | General Psychology (Elective)                       | 3     |
| SOC 125                       | Intro to Sociology                              | 3     | SOC 101               | Introductory Sociology (Elective)                   | 3     |
| SPCH 105                      | Fundamentals of Speech Communication            | 3     | ENG 290               | Speech Communication (Elective)                     | 3     |
|                               | <b>TOTAL HOURS</b>                              | 61-62 |                       | <b>TOTAL HOURS</b>                                  | 61-62 |

All courses require a "C" or better for transfer

\* CRJ Restrictive Electives (Choose 2): CRJ 110, CRJ 115, CRJ 205, CRJ 209, CRJ 230, or CRJ 246

\*\* Literature Core (Choose 1): ENG 200, 201, 208, 210, 211, 225, 226

**WVNCC/FUS ARTICULATION AGREEMENT: CRIMINAL JUSTICE**  
**Associate of Applied Science in Criminal Justice (WVNCC)**  
**Bachelor of Science Degree in Criminal Justice (FUS)**  
 (Program of Study)

**FRESHMAN YEAR**

| <b>FALL SEMESTER</b>                    | <b>CREDITS</b> | <b>SPRING SEMESTER</b>                           | <b>CREDITS</b> |
|---|----------------|--|----------------|
| Policing & Law Enforcement option FUS   | 3 ( )          | Law and Legal Theory Option FUS                  | 3 ( )          |
| Natural Science Core WVNCC: BIO 110     | 3 ( )          | SOC 205: Criminology and Penology WVNCC: CRJ 276 | 3 ( )          |
| Mathematics Core WVNCC: MATH 210 or 108 | 3-4 ( )        | Natural Science Core FUS                         | 3 ( )          |
| Philosophy Core WVNCC: PHIL 200         | 3 ( )          | American Founding Principles core WVNCC: POL 102 | 3 ( )          |
| Theology Core FUS                       | 3 ( )          | Theology Core FUS                                | 3 ( )          |
| Semester Credits                        | 15             | Semester Credits                                 | 15             |

**SOPHOMORE YEAR**

| <b>FALL SEMESTER</b>                              | <b>CREDITS</b> | <b>SPRING SEMESTER</b>  | <b>CREDITS</b> |
|---|----------------|---|----------------|
| CRJ 301: Justice and Nature of Rights FUS         | 3 ( )          | CRJ 315: Probation, Parole and Alternative Disposition WVNCC: CRJ 246 | 3 ( )          |
| SOC 314: Deviant Behavior FUS                     | 3 ( )          | Policing & Law Enforcement option FUS                                 | 3 ( )          |
| ECO 201 Principles of Economics I WVNCC: ECON 104 | 3 ( )          | History Core WVNCC - HIST 100 or 101                                  | 3 ( )          |
| Literature Core WVNCC: Literature course          | 3 ( )          | Philosophy Core FUS   | 3 ( )          |
| Elective WVNCC: ENG 101                           | 3 ( )          | Elective WVNCC: PSYC 105  | 3 ( )          |
| Semester Credits                                  | 15             | Semester Credits  | 15             |

**JUNIOR YEAR**

| <b>FALL SEMESTER</b>   | <b>CREDITS</b> | <b>SPRING SEMESTER</b>                        | <b>CREDITS</b> |
|--|----------------|---|----------------|
| CRJ 302: Crime, Criminal Law & Criminal Process WVNCC: CRJ 220 and CRJ 221 | 3 ( )          | CRJ 399: Evidence, Proof and Adjudication FUS | 3 ( )          |
| Law and Legal Theory option FUS  | 3 ( )          | POL 365: American Judiciary FUS               | 3 ( )          |
| Catholic Traditions in Fine Arts core WVNCC: ART 150                       | 3 ( )          | Elective WVNCC: SOC 125                       | 3 ( )          |
| Theology or Philosophy Core FUS  | 3 ( )          | Elective WVNCC: SPCH 105                      | 3 ( )          |
| Elective WVNCC: see CRJ 302 above, CRJ 220/221                             | 3 ( )          | Elective FUS                                  | 3 ( )          |
| Semester Credits   | 15             | Semester Credits                              | 18             |

**SENIOR YEAR**

| <b>FALL SEMESTER</b>                         | <b>CREDITS</b> | <b>SPRING SEMESTER</b>                        | <b>CREDITS</b> |
|--|----------------|---|----------------|
| SOC 410: Juvenile Delinquency WVNCC: CRJ 245 | 3 ( )          | Policing & Law Enforcement option FUS         | 3 ( )          |
| Law and Legal Theory option FUS              | 3 ( )          | CRJ 434: Thesis Seminar FUS                   | 1 ( )          |
| Elective WVNCC: Restricted Elective          | 3 ( )          | CRJ Criminal Justice Internship* or Elect FUS | 3 ( )          |
| Elective WVNCC: Restricted Elective          | 3 ( )          | Elective FUS                                  | 3 ( )          |
| Elective FUS                                 | 3 ( )          | Elective FUS                                  | 3 ( )          |
| Semester Credits                             | 15             | Semester Credits                              | 16             |

**124 credits required (61-62 at WVNCC; 63-62 at FUS)**

\*Course will substitute for major course requirements or elective in consultation with Advisor.

**WVNCC Restricted Electives:** CRJ 110, 115, 205, 209, 246, 230

**Policing and Law Enforcement Option** (Choose 3): CRJ 109 American Policing, CRJ 304 Police Management and Administration, CRJ 370 Problems in Policing and Law Enforcement, CRJ 375 Private Sector Justice and Private Security.

**Law and Legal Theory Option** (Choose 3): CJR 401: Forensic Law, LST 102 Legal Research, Writing and Ethics, LST 201 Survey of American Law, LST 301/POL 301 The Natural Law, PHL 426 Philosophy of Law, or POL 358 American Constitutional Law.

## **FIRST YEAR AT FUS**

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### **Fall Semester (15 Credits)**

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- SOC 314: Deviant Behavior - 3 Credit(s)
- CRJ 109: American Policing - 3 Credit(s)
- POL 358: American Constitutional Law - 3 Credit(s)
- Natural Science Core - 3 Credit(s)
- Theology or Philosophy Core - 3 credit(s)

### **Spring Semester (15 Credits)**

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- LST 102: Legal Research, Writing and Ethics- 3 Credit(s)
- CRJ 301: Justice and Nature of Rights - 3 Credit(s)
- CRJ 370: Problems in Policing and Law Enforcement - 3 Credit(s)
- POL 365: American Judiciary – 3 Credit(s)
- Elective: - 3 Credit(s)

## **SECOND YEAR AT FUS**

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### **Fall Semester (18 Credits)**

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- CRJ 399: Evidence, Proof and Adjudication - 3 Credit(s)
- CRJ 375: Private Sector Justice and Private Security - 3 Credit(s)
- POL 301: The Natural Law - 3 Credit(s)
- Theology core – 3 credit(s)
- Elective - 3 Credit(s)
- Elective - 3 Credit(s)
- Elective - 1-3 Credit(s)

### **Spring Semester (16 Credits)**

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- CRJ 400: Criminal Justice Internship – 3 credits
- CRJ 434: Thesis Seminar in Criminal Justice – 1 Credit
- CRJ 401: Forensic Law or Elective - 3 Credit(s)
- PHL 426: Philosophy of Law - or Elective - 3 Credit(s)
- Philosophy Core - 3 Credit(s)
- Theology Core - 3 Credit(s)

### **Total Credits (62-64)**

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