5-6-2005

SR-04-05-(45) 102 FS

Marshall University
FACULTY SENATE RECOMMENDATION

SR-04-05-(45) 102 FS

Recommends that the attached College of Health Professions’ statement for a collaborative Bachelor of Science degree in Respiratory Care with St. Mary’s Medical Center be approved.

RATIONALE:

In accordance with the guidelines of the West Virginia Higher Education Policy Commission, the College of Health Professions is submitting a degree proposal for a Bachelor of Science in Respiratory Care. This program is a collaborative effort with St. Mary’s Medical Center School of Respiratory Care.

There is currently no publicly funded baccalaureate respiratory care program in the state of West Virginia. This program will help to address this critical health professions shortage area. In addition, with the cooperative program, all costs will be borne by St. Mary’s Medical Center with no costs incurred by Marshall University.

FACULTY SENATE CHAIR:

APPROVED
BY SENATE: Larry Stickle DATE: 5/6/2005

DISAPPROVED
BY SENATE: DATE:

UNIVERSITY PRESIDENT:

APPROVED: DATE: 5/19/05

DISAPPROVED: DATE:

COMMENTS:

________________________________________________________________________

________________________________________________________________________
PART 1: PROGRAM DESCRIPTION

The College of Health Professions is submitting a Bachelor of Science in Respiratory Care in collaboration with St. Mary’s Medical Center (SMMC). The mission of the program is to provide the only Bachelor of Science in Respiratory Care in a publicly funded institution in the state of West Virginia. It will prepare respiratory specialists at a time of critical health care professional shortages nationally and state-wide. The program objectives are listed below:

A. Program Objectives

The Bachelor of Science in Respiratory Care will provide the opportunity to:

1. Acquire skills and knowledge required for practice [criteria delineated by the Committee on Accreditation for Respiratory Care (CoARC)].

2. Develop specialized skills for management, clinical education, or advanced respiratory modalities.


4. Meet societal needs for respiratory care therapists, able to practice in diverse healthcare environments.

5. Utilize critical thinking skills in respiratory care practice.

6. Apply communication skills to respiratory care practice.

B. Program Identification

The following is the appropriate program identification as provided in the Classifications of Instructional Programs developed and published by the U.S. Department of Education Center for Educational Statistics.

51.0908 Respiratory Care Therapy/Therapist. A program that prepares individuals, under the supervision of physicians, to assist in developing respiratory care plans, administer respiratory care procedures, supervise personnel and equipment operations, maintain records, and consult with other health care team members. Includes instruction in the applied basic biomedical sciences; anatomy, physiology, and pathology of the respiratory system; clinical medicine, therapeutic procedures; clinical expressions; data collection and record-keeping; patient communication; equipment operation and maintenance; personnel supervision; and procedures for special population groups.
C. Program Features

The Bachelor of Science in Respiratory Care program offers the only baccalaureate program in the State of West Virginia provided by a public institution. The degree will consist of 128 undergraduate credit hours including up to 64 credit hours which may be transferred from an Associate Degree program.

Students pursuing a baccalaureate degree in Respiratory Care will, upon successful completion of RSP 211, be eligible to sit for RRT Examination.

1. Admission and Performance Standards

Prospective students who wish to apply for admission to the Bachelor of Science in Respiratory Care degree program must meet the admission requirements listed below. In addition to admission to Marshall University, a separate application must be made to the Bachelor of Science in Respiratory Care program.

Admission Criteria

Prospective students must meet the minimum criteria listed below to be considered for admission to the program. Admission is highly competitive and will be determined by a panel of experts in the fields of respiratory care and health care education.

For students applying from the high school level, minimum qualifications include:

- ACT 21
- GPA 2.5

For students with 12 hours or more of college credit:

- An overall cumulative minimum GPA of 2.5 and a minimum of 2.4 Math/Science GPA.

For students applying for advanced standing (Junior Level)

- A “C” or better in all required courses in the major; required respiratory care courses may be repeated only once.
- Completion of prerequisites and junior standing.
- RRT and ACLS required.
- The most highly qualified students will be selected.
Application Process

All applications must be postmarked no later than April 15 for the class beginning in the fall semester and must include the following:

- Completed application form
- Official copies of transcripts for all colleges/universities attended.
- Proof of admission to Marshall University
- Curriculum vitae indicating all respiratory care experience for those applying for advanced standing.
- A $30 non-refundable application fee.
- Three letters of recommendation from professional associates for those applying for advanced standing.

D. Program Outcomes

The following outcome measures have been established for the Bachelor of Science in Respiratory Care program:

1. Eighty-five percent or more of all students admitted will successfully complete the program within four years.
2. Passage rate of >90% on national registry exam.
3. Within six months of successful completion of the registry exam, 90% of graduates will be employed in the health care field.
4. The graduates will rank satisfaction with the program at 4.0 or greater on a scale of 1 to 5.
5. Ninety percent or more of the graduates will report attendance at or participation in professional development/continuing education programs.
6. Employers of St. Mary’s/ Marshall University’s graduates will rank satisfaction with these graduates at 3.5 or greater (on a scale of 1 to 5).

E. Program Delivery

All non-respiratory didactic coursework will be offered on the Huntington campus. Respiratory Care specific didactic coursework will be taught at St. Mary’s Medical Center. All practicum and capstone courses will be in area healthcare facilities.

PART II: PROGRAM NEED AND JUSTIFICATION

A. Relationship to Institutional Goals/Objectives

This is a collaborative program with St. Mary’s Medical Center with Marshall University providing the degree and St. Mary’s Medical Center providing the
faculty and program resources. It is the belief that the addition of this health professions program would be beneficial to the citizens of West Virginia by providing improved health services. This program is consistent with Marshall University’s current mission and areas of emphasis. The University has expressed a commitment to improving undergraduate education.

B. Existing Programs

There are currently no other baccalaureate respiratory care programs in West Virginia. The closest programs are located at the University of Kentucky, or Ohio State University. There is a profound shortage of respiratory care therapists in the state, especially those with advanced respiratory care skills. This program will provide needed skilled personnel throughout the state.

C. Program Planning and Development

The Bachelor of Science in Respiratory Care program has been planned and developed with St. Mary’s Medical Center School of Respiratory Care, Marshall University’s College of Health Professions, and an advisory committee with members of the health care community.

D. Clientele and Need

The majority of students who will attend St. Mary’s Medical Center School of Respiratory Care/Marshall University Cooperative Respiratory Care degree program come from the surrounding counties in West Virginia, Kentucky and Ohio. Traditionally, they are Appalachian working class with a mean age of twenty-five years. Over 50% of the students in this area receive some form of financial aid through loans, grants or scholarships. There is a growing population of non-traditional students seeking a career change due to elimination of current job or voluntary change. This program will offer school-to work opportunities and add to the economic development of the area. Currently there are over 300 individuals who have expressed interest and are awaiting this potential program.

E. Employment Opportunities

According to the U. S. Department of Labor, the employment opportunities for respiratory care therapists are expected to grow faster than the average for all occupations through 2012 due, in part, to an aging population who use these services extensively. Although hospitals tend to be the largest consumers of respiratory care therapists, changing demographics and third-party payment systems are also placing more therapists in out-patient and home-care services.

The Bureau of Labor Statistics noted that the median annual earnings of respiratory care therapists were $40,220 in 2002.
F. Program Impact

This cooperative program between Marshall University’s College of Health Professions and St. Mary’s Medical Center provides a positive linkage for the university and the community. Marshall University will offer all non-respiratory course work for students. Students are considered to be Marshall University students. St. Mary’s School of Respiratory Care will offer all respiratory didactic and laboratory course work. Students will rotate through community clinical agencies.

G. Cooperative Arrangements

There is strong precedence for this type of program. St. Mary’s Medical Center School of Nursing and Marshall University’s College of Health Professions has existed for ten years since 1995.

H. Alternatives to Program Development

Currently there are no program alternatives. Students wishing to pursue a baccalaureate degree in respiratory therapy must leave the area, attend a private university at considerable cost or forgo furthering their education. Once students leave the region they often do not return.

PART III: PROGRAM IMPLEMENTATION AND PROJECTED RESOURCE REQUIREMENTS

A. Program Administration

Program administration will be accomplished by a Program Director who meets the standards set forth by the national certifying body, the Committee on Accreditation for Respiratory Care (CoARC). The Program Director will organize, administer, review, develop and assure program effectiveness through on-going program assessment. This person will participate in the budget process through St. Mary’s Medical Center and be responsible for a leadership role in the continued development of the program. It is expected that the Program Director will maintain current knowledge of the professional discipline and educational methodologies.

The proposed organizational chart for Marshall University’s College of Health Professions illustrates the relationship between St. Mary’s Medical Center and Marshall University. Further delineation of the organizational structure within Marshall University’s College of Health Professions and the relationship to St. Mary’s Medical Center School of Respiratory Care can be noted in the organization charts in Appendix A. A copy of the proposed contract between St. Mary’s Medical Center and Marshall University’s College of Health Professions can be found in Appendix B.
B. Program Projections

The demand is such in the tri-state area that projected program enrollment for year one would be 15-20 students. As the program becomes established, enrollment projections suggest classes of 30-40 per year.

C. Faculty Instructional Requirements

St. Mary’s Medical Center will be responsible for additional faculty resources and benefits upon implementation of a BS program.

D. Library Resources and Instructional Materials

Existing Library resources will need to be increased to meet the needs of students pursuing a BS degree. St. Mary’s Medical Center will be responsible for additional resources needed. As MU students, respiratory care students can access all Marshall University electronic databases and other library resources.

E. Support Service Requirements

All support services are available to MU students through St. Mary’s Medical Center.

F. Facilities Requirements

St. Mary’s Medical Center recognizes the need for more classrooms and offices and is taking steps to increase classrooms and library resources. St. Mary’s Medical Center has purchased the property of the former Big Bear Complex on 5th Avenue and is currently renovating the space to house all the School of Nursing, School of Radiography, School of Respiratory Care and other educational needs.

G. Operating Resource Requirements

No additional resources are needed on the part of Marshall University. St. Mary’s Medical Center is responsible for the operating costs. St. Mary’s Medical Center has appropriated specific funding in FY 2005 for the development of the School of Respiratory Care.

H. Source of Operating Resources

Faculty, personnel and facility resources are the responsibility of St. Mary’s Medical Center.

PART IV: OFFERING EXISTING PROGRAMS AT NEW LOCATIONS

Not Applicable
PART V: PROGRAM EVALUATION

A. Evaluation Procedures

Internal Evaluation:

Evaluation is a critical component to effective programs. Marshall University has a systematic and on-going evaluation process. All departments must submit an annual evaluation and program evaluation through the Office of Program Review and Assessment. A systematic evaluation plan will be developed to evaluate the cooperative program. This evaluation plan will be based on the standards set forth by CoARC.

All faculty members must meet CoARC requirements as set forth in the accreditation standards. Faculty are employed through St. Mary's Medical Center which conducts annual evaluations. Faculty of the School of Respiratory Care are considered Marshall University faculty as non-paid, non-tenured clinical faculty. All courses will be developed utilizing CoARC criteria and will be submitted through the appropriate committees for approval by Marshall University. A proposed course structure can be found in Appendix C.

Student satisfaction with and effectiveness of the didactic component of the program will be assessed in a variety of ways. Each semester, students will complete computer-scored anonymous surveys for all courses in which they are enrolled. The Office of Institutional Research will compile survey results and disseminate to the Dean and Program Director.

Further, all students will complete an exit survey upon finishing the program. In this survey, students will be asked to rate the quality of courses and provide input for program improvement. Additionally, graduate scores on the Registry Examination will provide further feedback for program enhancement. Alumni surveys will be sent to the graduates at six and twelve months after graduation.

Throughout the program, a variety of measures are employed to assess student learning and comprehension. Among the measures utilized in the classroom setting include, but are not limited to, written objectives and examinations. In the clinical setting, student competence will be formally evaluated by the faculty at the mid-point and the end of each clinical rotation. Students will be assigned on a 1:5 preceptor/student ratio in the clinical setting to provide continuous informal evaluation and safeguard patient safety.

Another common practice of measuring competence is through student GPA. The program policies state that a student must maintain a GPA of 2.5 throughout the program. If the student's GPA falls below a 2.5, they will be placed on academic probation and have one semester to bring it to an acceptable level or be dismissed from the program.
External Evaluation

One outcome utilized to measure the adequacy of internship graduates for advanced practice is the pass rate for first-time test takers on the Registry Examination.

The Graduate Survey, which has been discussed above, is another method utilized to measure preparedness for advanced practice. After working in the field for six and twelve months, graduates will be asked to complete a survey that solicits their feedback on the program’s effectiveness in preparing them for practice.

Graduates of the program will be asked to submit the name of their employer upon securing professional employment. For the alumni who supply this information, a survey will be sent to their employer to solicit information on their ability to perform in their current capacity. This provides additional feedback to enhance program content.

B. Accreditation Status

The St. Mary’s Medical Center School of Respiratory Care has applied for accreditation by the Committee on Accreditation for Respiratory Care (CoARC). The cost of the accreditation visit will be the responsibility of St. Mary’s Medical Center.

Part VI: Termination of Program

Not Applicable
APPENDIX A
MARSHALL UNIVERSITY
COLLEGE OF HEALTH PROFESSIONS

PROPOSED
ORGANIZATIONAL CHART

Vice President
Health Science

Dean
College of Health Professions

Associate Dean
College of Health Professions

Chairperson
Program Director
Nursing

Program Director
Collaborative
ASN/SMMC

Chairperson
Clinical Lab
Sciences

Chairperson
Communication Disorders

Chairperson
Dietetics

Program Director
Collaborative Respiratory Care - SMMC

BSN RN Option MSN

MLT MT CYT

BS MS

ES DPD

Post Bachelors Certificate In Dietetic Internship

MS Dietetics
ST. MARY'S MEDICAL CENTER
SCHOOL OF RESPIRATORY CARE / MARSHALL UNIVERSITY COHP

PROPOSED
ORGANIZATIONAL CHART

St. Mary's Medical Center
Governing Board

Executive Director / CEO

Associate Executive Director / CEO

Medical Director
SMMC Respiratory Care

Director
SMMC School of Respiratory Care

Clinical Director
SMMC School of Respiratory Care

School of Respiratory Care
Faculty

Marshall University
COHP
APPENDIX B
Marshall University
ST. MARY’S SCHOOL OF RESPIRATORY CARE
CONSORTIUM AGREEMENT

THIS AGREEMENT is made and entered into this __ day of ____, ____, by and between ST. MARY’S SCHOOL OF RESPIRATORY CARE, hereinafter referred to as “St. Mary’s School of Respiratory Care” and Marshall University, hereinafter referred to as “Marshall University”, with St. Mary’s School of Respiratory Care and Marshall University referred to sometimes individually as the “Party” and sometimes collectively as the “Parties”.

WHEREAS, St. Mary’s School of Respiratory Care operates a School of Respiratory Care, hereinafter ‘SMMC School of Respiratory Care’; and

WHEREAS, Marshall University offers an accredited curriculum of core courses in general education and physical and behavioral sciences required for a Respiratory Care degree; and

WHEREAS, St. Mary’s School of Respiratory Care and Marshall University have entered into successive affiliation agreements for the provision of core curricular courses in general education and physical and behavioral sciences required by SMMC School of Respiratory Care for its students pursuing a Respiratory Care degree; and

WHEREAS, St. Mary’s School of Respiratory Care desires to expand its affiliation with Marshall University by establishing a joint Respiratory Care degree with Marshall University;

WHEREAS, St. Mary’s School of Respiratory Care and Marshall University will appoint members to the programs Advisory Committee appointed to monitor the quality of the program, review student selection process, evaluate faculty credentials, monitor adequacy of facilities, review curriculum and recommend revisions to the program; and

WHEREAS, Marshall University desires to expand its affiliation with St. Mary’s School of Respiratory Care by establishing a Respiratory Care Degree program with St. Mary’s School of Respiratory Care providing students with one (1) exit point; and

WHEREAS, the affiliation of St. Mary’s School of Respiratory Care and Marshall University for the purpose of establishing a joint Respiratory Care Degree program, hereinafter the “Program,” will benefit the general public served by graduates of the Program; and

WHEREAS, the Parties desire to enter into this Agreement for the express purpose of setting forth clearly and accurately a complete and detailed statement of their respective covenants, agreements and understandings;
NOW, THEREFORE, WITNESSETH, that, for and in consideration of the premises, which are not mere recitals, but are consideration for this Agreement, and of the covenants, agreements and understandings hereinafter contained, the sufficiency of all of which is acknowledged by the Parties, it is understood and agreed by and between the Parties as follows:

I. TERMS OF AGREEMENT

A. The consortium shall be a single entity composed of Marshall University and St. Mary's School of Respiratory Care. The consortium through collaboration will sponsor a single program in Respiratory Care education with one exit point.

B. The term of this Agreement shall be for a period of one (1) year commencing school year fall semester 2005 - May 2006 hereinafter the "Initial Term."

C. This Agreement shall be automatically renewed following the Initial Term for successive and (1) year terms, unless either Party gives to the remaining party written notice of its desire to terminate the same not less than six (6) months prior to:

1. The expiration of the Initial Term, or

2. The expiration of any subsequent renewal.

3. It is the express understanding of the Parties that the notice required by Paragraph of I (B) is intended to allow adequate time for the respective Parties to modify the Program for the benefit and protection of the enrolled students in the Respiratory Care program who have already been accepted into the professional component of the program.

4. Upon completion of the professional component of the program by the enrolled students, this AGREEMENT shall be terminated in all respects for the institution who wishes to terminate.

5. After such notice is given, no new students will be accepted into the portion of the program operated by the terminating party.

II. CONTINGENCIES

The Parties understand that the commencement of this Agreement is contingent upon the approval of the Program by the Committee on Accreditation of Respiratory Care and the West Virginia council of Higher Education.
III. OWNERSHIP AND CONTROL OF THE SCHOOL OF RESPIRATORY CARE

It is the express understanding and intent of the Parties that this Agreement is purely an agreement of affiliation. Nothing in this Agreement is intended to remove the financial or managerial responsibility and control of the programs from their respective institutions or ownership of the SMMC School of Respiratory from St. Mary’s School of Respiratory Care. **Nothing in this Agreement shall create an employer / employee or independent contractor / agency relationship between the parties.**

IV. FACULTY AND STAFF

St. Mary’s School of Respiratory Care

A. The faculty and staff of the program shall be:

1. Employees of St. Mary’s School of Respiratory Care

2. St. Mary’s School of Respiratory Care shall employ a Program Director, Director of Clinical Education, Medical Director, and any other faculty or staff adequate to implement and maintain the accredited program.

3. Entitled to all benefits available to employees of St. Mary’s School of Respiratory Care

4. Governed by personnel policies established by St. Mary’s School of Respiratory Care

5. Report to the Program Director of the SMMC School of Respiratory Care on issues regarding administrative matters.

6. Cooperate in maintaining accreditation with the Committee on Accreditation for Respiratory Care.

7. Responsible for the preparation of materials, self study documents and follow up reports as necessary to maintain accreditation with the Committee on Accreditation for Respiratory Care.

8. Cooperate in providing educational and student services to students enrolled in the professional component of the program.

9. Accept into the professional component of the program an appropriate amount of students too ensure the appropriate student to
faculty ratio.

**Marshall University**

1. Assist in determining the goals and standards of the program.

2. Appoint representatives from Marshall University to the advisory committee for the program.

3. Provide general education faculty sufficient to teach all required general courses.

4. Ensure students enrolled in the program have access to the library, computer facilities and other educational resources.

5. Participate in the advisement of students and interested applicants. Recommend students for the professional component of the program who meet or exceed the criteria established for admission to the program.

6. Award an Associate of Applied Science in Respiratory Care upon documentation of all completed coursework.

7. Cooperate in the provision of respiratory care continuing education for program graduates through the Continuing Education component.

8. Cooperate in continuous assessment and quality improvement processes.

B. The Director of the SMMC School of Respiratory Care shall report to the Vice President, Patient Services of St. Mary's Medical Center who shall in turn report to the President/CEO of St. Mary's Medical Center. The Program Director of the SMMC School of Respiratory shall report to the Dean for Academic Affairs at MU in matters of curriculum, student records and faculty credentials.

C. Faculty of the program shall have clinical unsalaried, non-tenured appointments with Marshall University.

D. Faculty rank at Marshall University shall be determined according to the Higher Education Policy Commission and Marshall University policies and procedures.

E. Nothing in this Agreement IV shall be interpreted to imply that Marshall University is responsible for salaries or other compensation for faculty,
nor to diminish St. Mary’s School of Respiratory Care responsibility of control over Program faculty.

V. **CURRICULAR AND ACADEMIC POLICIES**

A. Program faculty shall determine all matters related to the curricular academic policies of the Program subject to the review of the MU Dean of Academic Affairs.

B. All curricular and academic policies shall be consistent with Marshall University’s academic policies and procedures and shall be subject to review by Marshall University.

C. In the event that Marshall University reviews an academic policy or procedure and determines that it does not conform with Marshall University’s academic policies and procedures, or otherwise requires revision, correction or retraction, then the Marshall University Executive Committees shall return the policy to the Program faculty with directions for corrective action.

VI. **SUPPORT SERVICES AND FACILITIES**

A. St. Mary’s School of Respiratory Care shall be responsible for providing and maintaining necessary facilities, resources and support for all curriculum activities.

B. Marshall University shall be responsible for providing and maintaining necessary facilities, resources and support for all non respiratory core curriculum activities.

VII. **ADMISSION PROCESS**

A. Students enrolled in the Program must meet the admission requirements of both Marshall University and the SMMC School of Respiratory Care.

B. The admission requirements of the SMMC School of Respiratory Care shall meet all requirements for accreditation by CoARC and shall be developed by the Admission and Progression Committee of the Program and approved by the programs Advisory Committee.

C. The Admission and Progression Committee in conjunction with the Program Director, Medical Director, and program Advisory Committee shall be responsible for making all decisions regarding individual student admission and promotion in the program.
D. SMMC School of Respiratory Care will develop and implement all policies and procedures for student participation in the School of Respiratory Care.

E. The status of students in the Program as full-time or part-time students shall be governed by the policies of Marshall University.

VIII. TUITION AND COSTS

A. St. Mary’s School of Respiratory Care shall be responsible for billing students and collecting monies from students for tuition for all respiratory curriculum courses in the program, as well as fees related to participation in the Programs, including but not limited to those fees identified at Paragraph X (B).

B. Marshall University shall waive tuition fees for all respiratory courses which are taught by St. Mary’s School of Respiratory Care faculty.

C. St. Mary’s School of Respiratory Care shall pay as indirect cost fee for all respiratory courses as identified at Paragraph X (B).

D. Marshall University shall be responsible for billing individual St. Mary’s School of Respiratory Care School students the standard cost of MU non-respiratory courses and collecting monies from students for tuition and all student fees for enrollment in non-respiratory courses.

E. Students in the Program shall be entitled to those benefits available to Marshall University students.

F. Students in the Program shall be subject to all Marshall University policies regarding student financial aid.

IX. CURRICULUM

A. Marshall University shall list in its catalogue all courses, both respiratory curriculum and core curriculum, available to students in the Program.

X. REGISTRATION

A. Students shall register at Marshall University for any and all classes provided through the Program in accordance with the registration policies and procedures at Marshall University.

B. Marshall University shall bill St. Mary’s School of Respiratory Care a maximum fee of $140.00 per student/per semester for costs incidental to providing registration and recordkeeping services. The Parties understand
that the terms governing the payment of these fees shall be negotiated annually.

XI. **RISK OF LOSS**

Each Party shall bear the risk of loss or damage to their respective equipment and property which may occur during the Initial Term and any subsequent renewals. Each party shall be responsible for the action of themselves, their employees, agents, and independent contractors, or other representatives, and shall fully indemnify and hold harmless the other party from any and all liabilities, damages, and/or injuries caused by said employees, agents, independent contractors, or other representatives.

XII. **ASSIGNMENT**

The Parties agree that neither Party may assign any of its rights or obligation under this Agreement without the written consent of the other Party.

XIII. **BINDING AGREEMENT**

This agreement shall be for the benefit of and binding upon the Parties and their respective successors and any entity claiming under or through the respective Parties. The Parties agree to execute any instruments in writing which may be necessary or proper in the carrying out of the purposes and intent of this Agreement.

XIV. **NOTICES**

All notices which are required or permitted under this Agreement shall be sufficient if given in writing and delivered personally or by registered or certified United States mail, postage prepaid, and addressed as follows:

(A) **To St. Mary's School of Respiratory Care:**

ST. MARY'S SCHOOL OF RESPIRATORY CARE
2900 First Avenue
Huntington, West Virginia 25702
Attn: Program Director, School of Respiratory Care

(B) **To Marshall University:**

Marshall University
Attn: Dean, Academic of Affairs
One John Marshall Drive
Huntington, West Virginia 25755
XV. HEADINGS
The Article and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

XVI. CONTROLLING LAW
The interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of West Virginia.

XVII. WAIVER
No waiver of any default under this Agreement shall be implied from any omission to take any action on account of such default in the event such default persists or is repeated. One or more waiver shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition.

XVIII. ENTIRE AGREEMENT
This agreement constitutes the entire agreement between the Parties. No representatives, warranties, promises, or agreements pertaining to this Agreement have been made by or shall be binding on either Party, except as expressly set forth in this Agreement.

XIX. MODIFICATION
This Agreement may not be modified or changed orally, but only by an agreement in writing signed by both Parties.

XX. COUNTERPARTS
This Agreement may be executed by any number of counterparts and all said counterparts together constitute one and the same agreement.

WHEREFORE, the corporate Parties have authorized and executed this Agreement and attached their corporate seals on the date first above written.

XXI. COMPLIANCE WITH LAWS AND REGULATIONS
The St. Mary's School of Respiratory Care Standards of Behavior and Standards of Conduct will be provided for Marshall University by the Facility. Access to St. Mary's School of Respiratory Care Policies and Procedures is available via the Medical Center Intranet and access may be granted under the
supervision of the Program Director, St. Mary's Medical Center School of Respiratory Care.

ST. MARY'S SCHOOL OF RESPIRATORY CARE

By: ________________________________  By: ________________________________
Its: Dr. Peter Ottaviano, D.O.
    Medical Director
    School of Respiratory Care

Its: Ruth Johnson, R.N., MBA
    Vice President – Patient Services

Marshall University

By: ________________________________  By: ________________________________
Its: Layton Cottrill
    General Council

Its: Dr. Lynne Welch, EdD
    Dean, College of Health Professions
APPENDIX C
<table>
<thead>
<tr>
<th>FALL</th>
<th>Course</th>
<th>CR Hours</th>
<th>SPRING</th>
<th>Course</th>
<th>CR Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNI 101</td>
<td>1</td>
<td></td>
<td>ENG 102</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>ENG 101</td>
<td>3</td>
<td></td>
<td>CHM 204</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>CHM 203</td>
<td>3</td>
<td></td>
<td>SOC 200 (M)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>MTH 121</td>
<td>3</td>
<td></td>
<td>BSC 228</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>BSC 227</td>
<td>3</td>
<td></td>
<td>PSY 201</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>AH 151</td>
<td>3</td>
<td></td>
<td>AH 216</td>
<td>3</td>
</tr>
<tr>
<td>TOTAL</td>
<td>16</td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUMMER</th>
<th>Course</th>
<th>CR Hours</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>RSP 101</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSP 102</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSP 102L</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FALL</th>
<th>Course</th>
<th>CR Hours</th>
<th>SPRING</th>
<th>Course</th>
<th>CR Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BSC 250</td>
<td>4</td>
<td>RSP 204</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>RSP 201</td>
<td>3</td>
<td>RSP 205</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>RSP 202</td>
<td>3</td>
<td>RSP 206</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>RSP 202L</td>
<td>1</td>
<td>RSP 207</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>RSP 203</td>
<td>4</td>
<td>RSP 208</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RSP 209</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>15</td>
<td></td>
<td>TOTAL</td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUMMER</th>
<th>Course</th>
<th>CR Hours</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>RSP 210</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSP 211</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FALL</th>
<th>Course</th>
<th>CR Hours</th>
<th>SPRING</th>
<th>Course</th>
<th>CR Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>STATISTICS</td>
<td>3</td>
<td>RSP 304</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>RSP 301</td>
<td>3</td>
<td>RSP 305</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>RSP 302</td>
<td>2</td>
<td>RSP 306</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ETHICS</td>
<td>3</td>
<td>RSP 307</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>RSP 303</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>14</td>
<td></td>
<td>TOTAL</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>FALL</td>
<td></td>
<td>SPRING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>---</td>
<td>----------</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSP 401</td>
<td>2</td>
<td>RSP 405</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSP 402</td>
<td>4</td>
<td>RSP 420</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSP 403</td>
<td>3</td>
<td>INT.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RSP 404</td>
<td>3</td>
<td>INT.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>12</td>
<td>TOTAL</td>
<td>14</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RSP 100 – Respiratory Pharmacology
RSP 101 – Introduction to Respiratory Care
RSP 102 – Introduction to Respiratory Care Procedures
RSP 102L - Respiratory Care Procedures Lab
RSP 200B – Concepts of Professional Respiratory Care
RSP 201 – Pulmonary Pathophysiology
RSP 202 – Mechanical Ventilation Technology & Management
RSP 203 – Respiratory Internship I
RSP 204 – Pulmonary Rehabilitation/Home Care
RSP 205 – Cardiopulmonary Diagnostics
RSP 206 – Neonatal/Pediatric Respiratory Care
RSP 207 – Introduction to Critical Care Management
RSP 208 – Seminar in Respiratory Care
RSP 209 – Respiratory Internship II
RSP 210 – Respiratory Internship III
RSP 211 – Dynamics of Pulmonary and Renal Interaction
RSP 301 – Introduction to Respiratory Care Management
RSP 302 – Respiratory Internship IV
RSP 303 – Clinical Respiratory Education
RSP 304 – Advanced Neonatal and Pediatrics
RSP 305 – Respiratory Cost Management and Solutions
RSP 306 – Respiratory Care Performance Improvement
RSP 307 Advanced Techniques in Adult Critical Care
RSP 401 Introduction to Sleep Disorders
RSP 402 – Issues in Respiratory Management
RSP 403 – Respiratory Care Research
RSP 404 – Advanced Respiratory Care Practicum
RSP 405 – Flight/Hyperbaric Care
RSP 406 – Community Respiratory Care
RSP 420 – Capstone in Respiratory Care
RSP 480-483 – Special Topics
RSP 495H-496H – Reading for Honors in Respiratory Care