

ARTICULATION AGREEMENT

BETWEEN

MARYWOOD UNIVERSITY

AND

LEHIGH CARBON COMMUNITY COLLEGE

THIS AGREEMENT is made this 17th day of January 2024, by Marywood University ("Marywood"), a nonprofit, 501 (c) 3, religious and educational organization with offices in Scranton, Lackawanna County, Pennsylvania, and Lehigh Carbon Community College ("Lehigh Carbon") 4525 Education Park Drive, Schnecksville, Lehigh County, Pennsylvania 18078, herein known as the "Parties" or "Party."

WHEREAS, Marywood University ("Marywood") is a 501(c)3, nonprofit, religious and educational organization with offices in Scranton, Pennsylvania;

WHEREAS, Lehigh Carbon and Marywood agree to correlate their curricula for students enrolled in the Associate in Applied Science in Aviation Science Program at Lehigh Carbon who wish to earn a Bachelor of Business Administration in Aviation Management (Airport/Airline Management Track) at Marywood University.

NOW THEREFORE, in consideration of the foregoing, Marywood University and Lehigh Carbon agree as follows:

I. Responsibilities of Marywood

- A. Marywood will grant admission to a student who has satisfactorily completed the requirements of the AAS degree in Aviation Science at Lehigh Carbon with a 2.5 grade point average or above.
- B. Marywood will accept for transfer credits which a student earns with a grade of 'C' or better, based on the articulation agreement equivalency Transfer Guide, attached hereto, marked as Exhibit A and incorporated herein by reference thereto, provided the student meets all terms and conditions outlined in this Articulation Agreement.
- C. The Transfer Guide is based on the Lehigh-Carbon curriculum and explains how Marywood will accept the Lehigh Carbon courses for transfer credit.
- D. Marywood requires a minimum of 120 credits to receive an undergraduate degree in Aviation Management.

- E. Transfer students must complete a minimum of 42 credits at Marywood.
- F. A student must maintain a 2.33 GPA in their major and a 2.0 overall GPA i n order to earn a degree from Marywood
- G. This Articulation Agreement is only a guide. Marywood cannot guarantee that the courses required to complete the Bachelor of Business Administration: Aviation Management (Airport/Airline Management Track) will be offered in a given semester.
- H. Marywood estimates that a student can earn a Bachelor of Business Administration in Aviation Management (Airport/Airline Management Track) in two years, a minimum of four semesters, provided the student strictly complies with all aspects of this Articulation Agreement.
- I. Marywood will offer scholarship opportunities to Lehigh Carbon students based upon existing scholarship opportunities for transfer students.

II. Responsibilities of Lehigh Carbon

- A. The student must meet all deadline dates for application to the University, pay all fees, and meet any other deadlines applicable to new students at Marywood.
- B. Marywood will waive the application fee for eligible students.
- C. To be eligible to transfer to Marywood, the student cannot attend another institution of higher education between graduating from Lehigh Carbon Community College and enrolling at Marywood University.
- D. Provide appropriate marketing collateral to distribute to their qualified students.
- E. Include details of this Articulation Agreement:
 - a) on their website and on all pages related to their Associate in Applied Science in Aviation Science Program;
 - b) In Marywood undergraduate marketing materials; and
 - c) In student discussions with Pre-Professional Advisors

III. Transfer to Marywood

- A. Should a student be unable to meet all of the terms and conditions outlined herein, Marywood University will determine the student's appropriate number of transfer credits on an individual basis.
- B. Students who wish to transfer to Marywood University prior to earning an Associate's degree from Lehigh Carbon Community College must submit their official transcript for a course-by-course evaluation.

IV. Term and Termination

This agreement has been entered into in Scranton, Lackawanna County, Pennsylvania. It shall be effective as of and shall continue through June 30, 2029. The Parties have the right

to terminate this Agreement by providing the other Party with thirty (30) days' notice. In the event that Marywood or Lehigh Carbon terminate this Agreement, they agree to make reasonable efforts and cooperate to enable students enrolled in the Associate Degree program in Aviation Science at Lehigh Carbon Community College or the Bachelor of Business Administration program in Aviation Management at Marywood University to complete their degree at Marywood.

V. Indemnification

A. Marywood hereby indemnifies and holds Lehigh Carbon, its employees and agents, harmless from and against liability, losses, damages, claims, causes of action, costs, or expenses (including reasonable attorneys' fees) which directly arise out of the negligence or intentional acts or omissions of Marywood, its trustees, students, employees, or agents.

B. Lehigh Carbon hereby indemnifies and holds Marywood, its trustees, students, employees, or agents, harmless from and against liability, losses, damages, claims, causes of action, costs, or expenses (including reasonable attorneys' fees) which directly arise out of the negligence or intentional acts or omissions of Lehigh Carbon, its employees or agents.

VI. GENERAL PROVISIONS

- A. Entire Agreement: This agreement constitutes the entire understanding and agreement of the parties regarding the subject matter hereof and supersedes and replaces all prior understandings or agreements of the parties, whether oral or written, with respect to this matter. This agreement prohibits amendments, modifications, or alterations without the express written agreement of both parties.
- B. Anti-Terrorism: Marywood and Facility represent that neither is listed on any watch lists designated by U.S. Treasury Office of Foreign Assets Control (OFAC) and that neither provides financial or material support to any individual or organization on such list.
- C. Successors and Assigns: This agreement shall be binding on the parties and their respective successors and assigns. Neither party shall assign this agreement without the prior written consent of the other party.
- D. Effect of Invalidity or Unenforceability: If for any reason any provision of this agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, the validity and effect of the other provisions will not be affected.
- E. Non-Waiver of Breach: The waiver by Marywood or Lehigh Carbon of a breach of any provision of this agreement by the other party will not operate, or be construed, as a waiver of any breach of any other provision of this agreement.
- F. No Third-Party Rights: This agreement is between Marywood and Lehigh Carbon and Healing only. No other party shall have any enforceable rights under this agreement.

- G. Non-Discrimination: The parties agree not to unlawfully discriminate against any person on the basis of race, creed, color, sex, sexual orientation, religion, age, disability, veteran's status, national origin or any other basis prohibited by law.
- H. Governing Law: This agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute arising from this agreement shall be instituted only in the Court of Common Pleas of Lackawanna County.

VII. Notices. All notices between the Parties shall be in writing, signed by the party forwarding the notice and delivered in person, by certified mail, return receipt requested, and/or by reputable overnight delivery, and addressed as follows:

To Marywood:

Lori Orr

Coordinator of Prior Learning Assessment

Office of the University Registrar

Liberal Arts Center | 90 Marywood University 2300 Adams Avenue

Scranton, Pennsylvania 18509

With a copy to:

Dean James Sullivan

Reap College of Creative and Professional

Studies

Marywood University 2300 Adams Avenue

Scranton, Pennsylvania 18509

To Lehigh Carbon:

James Ayrton

Academic Services

4525 Education Park Drive

Schnecksville, Pennsylvania 18078

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and year written below.

LEHIGH CARBON COMMUNITY COLLEGE

Name: Ann Bieber, Ed.D

Title: President
Date: 5/29/24

Name: Larissa Verta

Title: Vice President of Acad. Services & Student Dev.

MARYWOOD UNIVERSITY

By: Sister Many Taring Atm Name: Sister Mary Persico, IHM

Title: President

Date: January 17, 2024

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Fall Semester - First Year

General Elective English Core (ENGL 160) General Elective Crew Resource Management Business/General Elective Adv. Computer Tool Science Core Science Core Aviation Law Accounting I Mgmt. & Career Options General Elective
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Spring Semester - Sophomore Year

LCCC course	credits	credits Course Title	MU course	credits	Notes
ACC 161	m	Principles of Accounting II	BUS 132	m	Accounting II
ASA 226	m	Aviation Safety	BUS 256	m	Commercial Aviation Safety
Elective	9	Social Science/Humanities	Core	9	History Core and Fine Arts Core Recommend: HIS 123 or 124 and IDS 214 or 215
Elective	m	General Education	Core	m	Philosophy Care Recommend: PHI 201
Term Total:	15		Term Total:	15	

If curriculum guide and course recommendations are followed, the student should be able to complete a BBA in Aviation Management

{Airport/Airline Management Track} at Marywood University in four semesters.

The student may want to complete additional core requirements at Lehigh Carbon.

Please contact Marywood University's Office of Prior Learning Assessment for course recommendations, Office of the University Registrar, Liberal Arts Center 90, Scranton, PA 18509. Office: 570-348-6266