

Luzerne County Community College and Marywood University  
Associate in Science: Health, Physical Education and Exercise Science

to

Bachelor of Science: Exercise Science

**About this agreement:**

Luzerne County Community College (LCCC) and Marywood University have agreed to a correlation of their curricula for students in the Associate in Science: Health, Physical Education and Exercise Science program at LCCC who wish to complete the Bachelor of Science: Exercise Science at Marywood University. Subject to the terms of this agreement, a student who satisfactorily completes the requirements of the AS degree at LCCC with a 2.33 grade point average or above, will be granted admission to Marywood University and will have his/her credits earned with a grade of 'C' or better, accepted for transfer based on the articulation agreement equivalency. However, the following terms and conditions shall apply:

- 1) A minimum of 120 credits are required for an undergraduate degree in Exercise Science at Marywood University.
- 2) Transfer students must complete a minimum of 42 credits at Marywood University.
- 3) Students must maintain a 2.33 GPA in their major, and a 2.0 overall GPA in order to graduate from Marywood.
- 4) This agreement is to be used as a guide only. Marywood University cannot guarantee that the needed courses will be offered in a given semester.
- 5) The University estimates that a student can earn her/his BS in two years (minimum of four semesters) provided s/he follows the articulation agreement.
- 6) The student must meet all deadline dates for application to the University, payment of fees, and any other deadlines as they apply to all new students at Marywood.
- 7) The student shall choose the recommended elective courses and course sequences as shown on the articulation agreement.
- 8) The student must not attend another institution of higher education between graduating from LCCC and enrolling at Marywood University.

If any of the above terms and conditions are not met, Marywood University shall determine the appropriate number of transfer credits on an individual basis.

Students who wish to transfer to Marywood University prior to obtaining their Associate's degree from LCCC must submit their official transcript for a course-by-course evaluation. They must also complete the standard core curriculum at Marywood University.

This agreement may be terminated at any time by either Marywood University or LCCC via a written notice thirty days in advance of the effective date of termination. It is understood that any termination will not apply to students who have already started the Associate Degree program in Health, Physical Education and Exercise Science LCCC or the Bachelor of Science program in Exercise Sciences at Marywood University.

8/1/21

General Terms and Conditions:

1. This Agreement represents the entire understanding between the Parties and can be modified only in writing with the same formality as the original Agreement.
2. This Agreement will be reviewed annually by the appropriate parties at each institution, and will automatically renew for a period of time not to exceed five (5) years. Not later than sixty (60) days prior to the end of the five (5) year period, each Party shall review and together make any changes to an updated Agreement to be considered for execution and implementation.
3. Either Party may terminate this Agreement at any time by written notice at least one (1) year in advance of the effective date of termination. Should this Agreement be terminated, it is understood that the termination will not apply to students already accepted to the Institution under the terms of this Agreement, but not yet enrolled in classes.
4. The Parties understand that they shall act in an independent capacity in the performance of this Agreement, and shall not be considered as employees, agents, affiliates, or subsidiaries of each other. Neither Party shall have the right to bind or obligate the other in any manner inconsistent with or unrelated to this Agreement.
5. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without reference to conflict of laws principles. Any dispute under this Agreement shall be resolved in the state or federal courts located in Luzerne County, Pennsylvania. The terms of this Agreement are not in violation of any state, federal or local legislation. Should any be discovered, or any law later amended, only that portion of the Agreement becomes subject to negotiation or resolve.
6. Neither Party shall assume any liabilities as a result of this Agreement. 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. Nothing herein shall be construed as a waiver of any immunities afforded LCCC by law or otherwise.
7. Luzerne County Community College does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities. For a complete copy of the LCCC non-discrimination policy, go to <http://portal.luzerne.edu/forms/dc.pdf>. Inquiries may be directed to the Title IX Coordinator, Kim Hogan, Director of Human Resources, LCCC, 521 Trailblazer Drive, Nanticoke, Pennsylvania, 18634, 800-377-5222 extension 7363. Inquiries related to accessibility services for students may be directed to the Section 504 Coordinator, Rosana Reyes Vice President of Enrollment Management & Student Affairs, LCCC, 521 Trailblazer Drive, Nanticoke, Pennsylvania, 18634, 800-377-5222 extension 7243.
8. The Articulating Institution agrees that they are an Equal Opportunity Employer.
9. Any notices to be given hereunder by any Party to the other may be provided by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses set forth hereinafter, but each Party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing.

a. If to Institution: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. If to LCCC: Luzerne County Community College  
521 Trailblazer Drive Nanticoke PA 18634  
Attention: \_\_\_\_\_

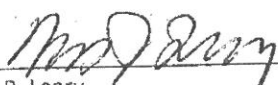
Copy to: Operations Analyst  
Same Luzerne County Community College address


- 10. The Parties shall comply with the Federal Educational Rights and Privacy Act of 1974, as amended.
- 11. LCCC shall not be responsible for the payment of any federal, state or local taxes for or on behalf of the Articulating Institution under any circumstances.
- 12. This agreement mutually binds and benefits all heirs, assignees, and successors of both Parties.
- 13. It is understandably possible that each party may sign several counterparts of this Agreement. It is hereby agreed that each duly signed counterpart is considered valid as part of this Agreement.
- 14. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not be construed as a continuing waiver.
- 15. Should any court determine any provision of this Agreement, or any portion thereof, to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- 16. This Agreement may not be assigned without the prior written consent of LCCC.

Signatures:

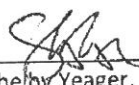
**Luzerne County Community College**

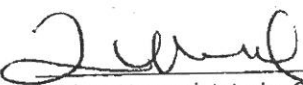
**Marywood University**

  
\_\_\_\_\_  
Thomas P. Leary  
President

  
\_\_\_\_\_  
Dr. Christina Clark  
Provost

\_\_\_\_\_  
Rosana Reyes  
Vice President for Enrollment Management  
and Student Affairs

  
\_\_\_\_\_  
Shelby Yeager, Interim Dean  
College of Health & Human Services

  
\_\_\_\_\_  
Lindsay Howard, Interim Chair  
Exercise Science Department

Date of Signing: 1/20/2023