



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 Professional Pilot Program at Lehigh Carbon who wish to earn a Bachelor of Business Administration in Aviation Management (Professional Pilot/Flight Operations 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 Professional Pilot 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 in 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 (Professional Pilot/Flight Operations Track) will be offered in a given semester.
- H. Marywood estimates that a student can earn a Bachelor of Business Administration in Aviation Management (Professional Pilot/Flight Operations 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 Professional Pilot 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 Professional Pilot 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 Ayrtton
 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

MARYWOOD UNIVERSITY

By: *Ann Bieber*
Name: Ann Bieber, Ed.D
Title: President
Date: 5/29/24

By: *Sister Mary Persico, IHM*
Name: Sister Mary Persico, IHM
Title: President
Date: January 17, 2024

By: *Larissa Verta*
Name: Larissa Verta
Title: Vice President of Academic Services and
Student Development
Date: 5/29/24

Exhibit A

Transfer Guide

Lehigh Carbon Community College - Professional Pilot A.A.S.

Fall Semester - First Year			
LCCC course	credits	Course Title	Notes
ASA 111	3	Private Pilot - Flight Theory	Aeronautical Theory - Private Pilot Ground
ASA 112	2	Private Pilot Practical	Private Pilot Flight Practicum
ASA 117	3	Aviation Meteorology	General Elective - Fulfills Meteorology requirement
MAT 130 or MAT 165	3	Industrial Mathematics or College Trigonometry	General Elective
ENG 105	3	Research and Composition	English Core (ENGL 160)
Term Total:	14		
Spring Semester - First Year			
LCCC course	credits	Course Title	Notes
ASA 121	3	Instrument Flight Theory	Aeronautical Theory - Instrument Pilot Ground
ASA 122	2	Instrument Practical	Instrument Flight Practicum
ASA 126	3	Crew Resource Management	Crew Resource Management
ASA 127	3	Aircraft Systems	Business/General Elective
PHY 110 or PHY 201	4	Elements of Physics or Fundamentals of Physics	Science Core
Term Total:	15		
Fall Semester - Sophomore Year			
LCCC course	credits	Course Title	Notes
ASA 211	3	Commercial Pilot Theory	Aeronautical Theory - Commercial Pilot Ground
ASA 212	2	Commercial Pilot Airplane I	Commercial Flight Practicum (2 credits granted)
ASA 215	3	Aerodynamics	Business/General Elective
ASA 217	3	Aviation Laws and Regulations	Aviation Law
ENG 106, ENGL 107 107, or ENGL 108	3	Introduction to Literature, Writing in the or Creative Nonfiction	English Core
Term Total:	14		

Spring Semester - Sophomore Year

LCCC course	credits	Course Title	MU course	credits	Notes
ASA 214	2	Commercial Pilot Airplane II	BUS 347 B/C ***	2	Commercial Flight Practicum 2 credits granted
ASA 219	2	Air Carrier Operations	Elective	2	Business/General Elective
ASA 226	3	Aviation Safety	BUS-256	3	Commercial Aviation Safety
ASA 230	3	Flight Instructor Theory	Elective	3	Business/General Elective
Elective	3	Social Science	Core	3	History core Recommend: HIS 123 or HIS 124
Elective	3	General Education	Core	3	Philosophy Core Recommend: PHI 201
Term Total:	16		Term Total:	16	

Summer Session - Sophomore Year

ASA 231 or ASA 223	2	Certified Flight Instructor (ASEL) or Commercial Pilot Multi-Engine Elective	2	Business/General Elective
Elective	3	Social Science	Core 3	Fine Arts Core Recommend: IDS 214 or IDS 215
Term Total:	5		Term Total:	5

* A copy of Private Pilot Single Engine Land Certificate is required to receive credit.

** A copy of Private Pilot Single Engine Land Instrument Rating is required to receive credit.

*** A copy of Commercial Pilot Single or Multi Engine Land with Instrument Rating is required to receive credit.

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

{Prof Pilot/Flight Ops 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