CAFY 2025-158

GUARANTEED ADMISSIONS AGREEMENT BETWEEN COMMONWEALTH UNIVERSITY OF PENNSYLVANIA and LUZERNE COUNTY COMMUNITY COLLEGE

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, between Commonwealth University of Pennsylvania of the State System of Higher Education and Luzerne County Community College (each a "Party," collectively the "Parties").

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises hereinafter expressed and intending to be legally bound hereby, the Parties agree as follows:

INTRODUCTION

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Commonwealth University of Pennsylvania and Luzerne County Community College agree to establish this Program-to-Program (P2P) Guaranteed Admissions Agreement ("Agreement") whereby students who complete the requirements for any Associate in Applied Science Degree (A.A.S.) in Early Childhood Education at Luzerne County Community College and meet the admission requirements as stated in this Agreement may enter the fifth semester with at least full junior standing in Commonwealth University's Bachelor of Science in Education - Early Childhood Education (PK-4) (B.S.Ed) major. The purposes of this Agreement are:

- 1. To demonstrate the establishment of a seamless Program-to-Program Guaranteed Admissions Agreement that involves the participating community college to a four-year Bachelor Degree granting Institution.
- 2. To enable qualified graduates of Luzerne County Community College to build upon their education and training by earning a baccalaureate degree.
- 3. To enable Commonwealth University of Pennsylvania to attract a more diverse population of students to the College of Arts, Humanities, Education, and Social Sciences.
- 4. To enable Luzerne County Community College graduates to obtain a quality education at a low cost, and, in doing so, provide the Commonwealth with qualified teachers.
- 5. To ensure recognition of the continuity of academic progress and transferability of credits between two-year and four-year programs.

PROCEDURES

Luzerne County Community College (hereinafter referred to as "LCCC") agrees to publicize this Guaranteed Admissions Agreement to prospective students in LCCC's admissions webpage and as part of regular student recruitment, and inform qualified students matriculating at LCCC of the opportunity for admission to Commonwealth University of Pennsylvania (hereinafter referred to as "CU") under the terms of this Agreement. The following items are the responsibility of students participating in this Guaranteed Admissions Program:

- 1. Submit a CU admissions application; the fee will be waived.
- 2. At the time of the admissions application, provide official transcripts of all college/university courses taken up to and including the previous semester.
- 3. Upon receiving the A.A.S. in Early Childhood from LCCC, students are responsible for providing official LCCC transcripts to CU.
- 4. Students must pay CU tuition and fees when taking CU courses.

The following items will apply to all matriculated students who have earned the appropriate A.A.S. credential at LCCC:

- 1. A block transfer of 60 credits will be accepted from LCCC for graduates with any A.A.S., Early Childhood majors to the CU Early Childhood Education (PK-4) major. Additional courses not used to satisfy requirements for the A.A.S. degree will be evaluated for transfer credit on a course-by-course basis.
- 2. CU recognizes the LCCC A.A.S. degree may be certified and confirmed by the completion of: community college courses, dual enrollment credits, transfer course credits, life experience portfolio credits, developmental course credits, credits from courses with grades below "C," articulated credits from LCCC programs, CLEP testing, AP courses, military training credits and any other courses or learning elements that have been accepted by the community college as meeting the requirements for their A.A.S. degree.
- 3. CU assumes the A.A.S. graduate has fulfilled all CU general education requirements.
- 4. To meet the Pennsylvania Department of Education (PDE) certification requirements for the CU Early Childhood Education (PK-4) (B.S.Ed) major, students will be required to meet all approved PDE competencies, which are embedded throughout various courses within the program and includes some courses that also count towards CU general education. This will mean that while P2P students are considered to have met all general education requirements for graduation from CU, they must still take the "directed" general education courses within the program that were not met in coursework at the community college or courses taken at another institution and officially posted to the CU transcript.
- 5. Students who elect to change their major at CU will receive a new transfer evaluation using the standard course-by-course method of evaluation.

CONDITIONS OF THE AGREEMENT

- 1. CU shall ensure that LCCC students who matriculate to CU have all the rights and privileges of other CU students.
- 2. Both Parties agree to consult with each other through appropriate channels prior to implementing major changes in policy or curricula that directly affect students transferring under the terms of this Agreement, and keep each other informed of any other changes of policy or curricula that affect those students.
- 3. Both Parties agree to exchange anonymous aggregate data annually that will

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contribute to the maintenance and improvement of this Agreement, enhance the transfer process and promote effective cooperation between the Parties.

- 4. Each Party will identify an appropriate contact person who will monitor compliance with the terms of this Agreement.
- 5. The term of this Agreement shall be five (5) years commencing when all applicable signatures are obtained.
- 6. Either Party may terminate the Agreement upon written notification of the other 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 CU under this Agreement. In the event of a substantial breach, such as, a lack of response to requests for information and a lack of adequate participation, either Party may terminate this agreement by written notice at least one (1) year in advance of the effective date of termination.
- 7. The relationship of the Parties to this contract shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
- 8. Neither of the Parties 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 contract. This provision shall not be construed to limit CU or LCCC's rights, claims or defenses, which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity, as applicable, or any other immunities afforded to the Commonwealth of Pennsylvania, the Pennsylvania State System of Higher Education, CU, or LCCC, by law or otherwise.
- 9. This Agreement represents the understanding between the Parties at this time. This Agreement contains the entire Agreement between the Parties regarding the subject matter herein and supersedes any prior written agreement, oral understanding or any other representation or statement between the Parties regarding this subject matter.
- 10. This Agreement can be modified only by written agreement of both parties.
- 11. This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- 12. Both Parties agree to continue their respective policies of nondiscrimination in regard to sex, age, race, color, creed, national origin, disability, sexual orientation, gender identity, veteran status or any other status protected by Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, the American with Disabilities Act, or any other applicable federal, state, or local law. The parties agree to reasonably cooperate with each other in any investigation of claims of discrimination or harassment, to the extent permitted by law. For a complete copy of LCCC's Title IX Policy and LCCC's Nondiscrimination Policy, please go to <u>https://luzerne.edu/about/titleix.</u>

The willingness of both institutions to enter this Agreement in order to facilitate the transfer of students from LCCC into CU, and to expand their opportunities for academic success there, is indicated by the following signatures.

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In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done the date first written below.

Luzerne Gounty Community College:	Commonwealth University of Pennsylvania:
John Yudichak 4/11/25 John Yudichak Date	Bashar W. Hanna, Ph.D. Date University President
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Russell Bigus, Ed.D. Date	Michelle Kiec, D.M.A. Date
Vice President of Academic Affairs	Provost and Senior Vice President of Academic Affairs
Approved as to Form and Legality:	Approved as to Form and Legality:
General Coursel Date	University Legal Counsel Date
Luzerne County Community College	Pennsylvania State System of Higher Education

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