

GUARANTEED ADMISSION AGREEMENT
(2+2 Program)

THIS GUARANTEED ADMISSION AGREEMENT (the “Agreement”), is made and entered into July 11, 2022 (“Effective Date”), by and between **WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS** on behalf of **WEST VIRGINIA UNIVERSITY** (“WVU”) and **LACKAWANNA COLLEGE** (“Affiliate”), (collectively the “Parties” and sometimes individually as a “Party”).

W I T N E S S E T H:

WHEREAS, the West Virginia University Board of Governors is the statutorily created governing board which operates West Virginia University; and

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, WVU and Affiliate hereby agree as follows:

1. **Purpose.** These guidelines are designed to facilitate and coordinate the articulation transfer processes and procedures, enhance advising, and promote the acceptance of equivalent courses/credits between WVU and Affiliate allowing for an efficient and effective transition from an Associate’s degree to a Baccalaureate degree.

2. **Admissions Practices.**

2.1. WVU encourages applications from articulating Affiliate students who wish to pursue a baccalaureate degree program at WVU (post associate).

2.2. Articulating Affiliate students who graduate with an associate's degree and have a transferable GPA of at least 2.0 and are in good standing are guaranteed admission to WVU. Guaranteed admission to WVU does not mean such students are guaranteed admission to their articulated majors without satisfying the WVU major criteria.

2.3. Students transferring from Affiliate to specific WVU programs must meet the same prerequisites, grade point average (GPA) and other admission criteria, as other native or transfer students applying to WVU programs, unless specifically outlined as part of an articulated pathway.

2.4. International students from countries where the native language is not English must have a minimum TOEFL score of five hundred (500) (paper based), IBT TOEFL sixty-one (61) and IELTS 6.0.

3. Acceptance and Application of Credits.

3.1. General Education. Students completing an Associate of Arts or Associate of Science degree at Affiliate will have satisfied the general education requirements at WVU. Transcripts of students completing an Associate of Applied Science at Affiliate will be reviewed by WVU to determine which of the general education requirements are met.

3.2. Transferring Affiliate applicants must follow all course hierarchies and meet all listed course and GPA requirements, as outlined by the approved WVU articulation pathway, for acceptance into their intended program. The ALEKS Math Assessment may be required for certain major specific courses, e.g. MATH or CHEM. Further information is included in the advising sheets specific to those majors.

3.3. College level course credits and grades accepted by WVU are transferrable.

3.4. WVU will evaluate courses/credits earned through Advanced Placement (AP), College-Level Examination Program (CLEP), International Baccalaureate (IB) programs, military credit, or other sources of prior learning credit. Credit is not guaranteed for courses not previously articulated in WVU's transfer equivalency database and will be reviewed for credit consistent with WVU's standards and pre-established course equivalencies. Courses not previously articulated will appear on a student's transcript as NOEQ 100. Students may request that these courses be evaluated for equivalency.

3.5. WVU will maintain course equivalency information and make this information readily available to Affiliate.

3.6. Students articulating from Affiliate will be required to complete at minimum thirty (30) of their final thirty-six (36) credit hours at WVU (in residence).

4. Reverse Transfer

4.1. Students who transfer to WVU from Affiliate prior to earning their associate degree will be eligible to participate in the Reverse Transfer initiative, so long as they have residency at Affiliate to make them eligible.

4.2. Reverse Transfer may be prescribed as part of a transfer guide or for those students who transfer organically.

5. Dual Enrollment

5.1. Aid eligible students pursuing plans of study that require dual enrollment between Affiliate and WVU must work with Affiliate to complete a consortium agreement in order to have aid eligibility determined for the coursework taken through WVU.

6. **Review of Agreement and Relationship.** WVU and Affiliate agree to review the Agreement and relevant transfer course equivalencies annually. Affiliate will designate an individual to serve as liaison for the purposes of monitoring this Agreement.

7. **Curriculum Transfer Guides and Amendments.**

7.1. The curriculum transfer guides in effect at the time a student first enrolls at Affiliate will be honored by WVU if the student completes an associate's degree and successfully transfers to WVU within four (4) years of that first enrollment at Affiliate.

7.2. All course-by-course transfer guides may be amended as needed.

8. **Term and Termination.** This Agreement will remain in effect for five (5) years as of the Effective Date, unless earlier terminated by either Party upon written notice to the other Party of an intention to terminate and may be renewed upon mutual written agreement of the Parties. Such notice will be effective only if given one hundred eighty (180) days prior to the intended date of termination. In the event that this Agreement is terminated, the terms of the Agreement contained herein will remain in effect for the Affiliate students accepted prior to the date of termination notice.

9. **Notices.** Any written notice required by this Agreement shall be sent by certified mail, return receipt requested, to the address given below or to such later address as may be specified in writing. Any prior written notice periods required by this Agreement shall be deemed to be effective upon receipt if sent in accordance with this notice provision.

If to WVU: Provost & Vice President for Academic Affairs
 West Virginia University
 Office of the Provost
 P.O. Box 6203
 Morgantown, WV 26506-6203

If to Affiliate: Provost
 Lackawanna College

501 Vine Street
Scranton, PA 18509

10. Non-Discrimination. The Parties shall not discriminate on the basis of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression.

11. Independent Contractor. The relationship between the Parties to this Agreement to each other is that of independent contractors. The relationship of the Parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

12. Liability. Each Party agrees that it shall be responsible for all demands, claims, damages to persons and/or property, losses or liabilities, including reasonable attorney fees arising out of or caused by the Party's negligence or intentional misconduct, if assessed by a court of competent jurisdiction to be the responsibility of that Party.

13. FERPA. Affiliate acknowledges that students' educational records are protected by the Family Educational Rights and Privacy Act ("FERPA" 34 CFR § 99.33(a)(2)) and that, in most instances, student permission must be obtained before releasing specific student data to anyone other than WVU. To the extent that Affiliate receives from WVU personally identifiable information from educational records as defined in FERPA, Affiliate agrees to abide by the limitation on re-disclosure set forth in FERPA, which states that the officers, employees, and agents of a Party that receives education record information from WVU may use the information, but only for the purposes for which the disclosure was made. WVU agrees to provide guidance to Affiliate with respect to complying with FERPA.

14. Severability. If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable, or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the Parties.

15. Use of Name. Neither Party shall use the name or logo of the other Party or their trade, assumed, or true names in any advertising, promotional, or other materials in any form of media without the prior written consent of that Party. Requests to use WVU's name or logo should be sent to the Director of Brand and Trademark Licensing at trademarklicensing@mail.wvu.edu.

16. Entire Agreement. All "pathway", "suggested plan of study", or other agreements pertaining to the courses to be taken in relation to the transfer process contemplated herein are incorporated herein by reference. Otherwise, this Agreement contains the entire agreement of the Parties as to this subject matter and supersedes any previous oral or written negotiations and/or agreement.

17. Counterparts and Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but which together shall constitute one (1) and the same instrument. Facsimile or scanned images of signatures upon this Agreement shall be binding on the Party so signing as if an original signature and shall have the full force and effect thereof.

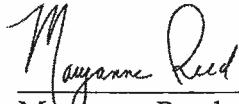
18. Assignment. This Agreement may not be assigned by either Party without prior written consent to the other Party hereto; provided, that WVU may assign this Agreement to a successor board, agency or commission of the State of West Virginia by giving written notice to Affiliate.

19. Modifications and Amendments. This Agreement may be modified at any time upon mutual consent in writing of the Parties signed by all the Parties hereto. Any proposed change must be made in writing to the other Party and must be accepted in writing before it will take effect.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURES TO FOLLOW ON NEXT PAGE.]**

IN WITNESS WHEREOF, the authorized Parties have hereunto set their hands and seals
on the date first written above.

WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
on behalf of **WEST VIRGINIA UNIVERSITY**,
E. Gordon Gee, J.D., Ed.D., President, by



Maryanne Reed
Provost & Vice President for Academic Affairs

7/11/2022

Date

SECOND PARTY NAME



Erica Barone Pricci, Ph.D.
Provost

7/11/2022

Date