

Marywood

UNIVERSITY

AGREEMENT BETWEEN

MARYWOOD UNIVERSITY

AND

THADDEUS STEVENS COLLEGE OF TECHNOLOGY

THIS AGREEMENT is made this 13th day of March, 2026, by and between Marywood University, 2300 Adams Avenue, Scranton, Pennsylvania 18509 (hereinafter "Marywood") and affiliate, Thaddeus Stevens College of Technology (hereinafter "TSCT"), 750 East King Street, Lancaster, Pennsylvania 17602.

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

WHEREAS, Marywood is sponsored by the Congregation of Sisters, Servants of the Immaculate Heart of Mary, a congregation of religious women of the Roman Catholic faith;

WHEREAS, Thaddeus Stevens College of Technology is a public technical college in Lancaster, Pennsylvania; and,

WHEREAS, the Parties agree to set forth their respective duties and obligation with regards to the admission of qualified Thaddeus Stevens College of Technology graduates of the Architectural Technology (AAS-ARCH) degree program who wish to complete the Bachelor of Architecture (BARCH) at Marywood University.

NOW, THEREFORE, be it resolved as follows:

I. PURPOSE

Thaddeus Stevens College of Technology (TSCT) and Marywood University have agreed to a correlation of their curricula for students in the Associate in Applied Science: Architectural Technology (AAS-ARCH) degree program at Thaddeus Stevens College of Technology who wish to complete the Bachelor of Architecture (BARCH), which is a five-year program at Marywood University.

II. ADMISSION REQUIREMENTS

Subject to the terms of this agreement, Marywood University will grant admission to a student who satisfactorily completes the requirements of the AAS-ARCH degree at Thaddeus Stevens College of Technology with a 3.0 grade point average or above ("Admitted Student or TSCT AAS-ARCH").

III. CRITERIA FOR ACCEPTANCE OF CREDITS

A. Marywood University will accept for transfer the Admitted Student's credits earned with a grade of 'C or better' contingent on the following terms and conditions:

- 1) Marywood University requires a total of a hundred and fifty (150) credits are required for the BARCH professional degree (five years) at Marywood University.
- 2) Admitted Students must complete a minimum of sixty (60) credits at Marywood University.
- 3) TSCT AAS-ARCH students entering the BARCH degree program must submit a portfolio of design work, including work completed for course credit and, if applicable, non-credit bearing work for quality review.
- 5) TSCT AAS-ARCH students must enroll in and successfully complete two summer courses at Marywood University prior to their first Fall Semester: one design studio (six credits) and one representation lab (two credits).
- 6) This Articulation Agreement is a guide only. Course offerings are subject to change.
- 7) The University estimates that a qualified student from Thaddeus Stevens College of Technology can earn their BARCH degree in six semesters and one summer session provided they follow the conditions and requirements of this Articulation Agreement.
- 8) The student must meet all deadline dates for application to Marywood University, payment of fees, and any other deadlines which apply to all new students enrolling in Marywood University.
- 9) The student must choose the recommended elective courses and course sequences as shown in Exhibit A herein.
- 10) The student must not attend another institution of higher education in the time between graduating from TSCT and enrolling at Marywood University.

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

C. TSCT AAS-ARCH students who wish to transfer to Marywood University prior to obtaining their Associate's degree from TSCT must submit their official transcript to Marywood for a course-by-course evaluation.

IV. INDEPENDENT CONTRACTORS

Each of the parties hereto acknowledges that they are independent contractors, and neither party, nor its trustees, directors, officers, employees, representatives, or agents, shall be considered agents, representatives or employees of the other. In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the parties hereto. The parties acknowledge that the students are not employees of either party.

V. CONFIDENTIALITY

Each of the parties hereto agrees to keep strictly confidential and to hold in trust all confidential information of the other and not disclose any such information to any third party without the express prior written consent of the other party hereto, unless otherwise required by law.

VI. NON-DISCRIMINATION

Neither party shall discriminate against any person on the basis of race, age, religion, sex, gender, pregnancy status, color, creed, national origin, ethnicity, disability, sexual orientation, gender identity, marital status, genetic information, veteran status, or any other class protected by federal, state or local law.

VII. FERPA

Each party will comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and its accompanying regulations and further agrees that they will not disclose any student educational records except as permitted or required by such Act.

VIII. GOVERNING LAW

This agreement, and all matters arising from 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.

IX. TERM AND TERMINATION

- A. This agreement has been entered into in Scranton, Lackawanna County, Pennsylvania. It shall be effective as of the date the last party signs the Articulation Agreement and shall continue through June 30, 2029.
- B. This agreement may be terminated at any time by either Marywood University or Thaddeus Stevens College of Technology by providing the other party with written notice thirty (30) days in advance of the effective date of termination.
- C. Termination for Convenience. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice.
- D. Termination for Breach. Notwithstanding the thirty (30) day notice provision, either party may terminate this Agreement, at any time, if the other party materially breaches this Agreement or fails to meet the requirements of their accrediting /or licensing body, but only if such failure shall have continued for a period of ten (10) days after receipt of written notice of the breach by the other party.
- E. Involuntary Termination. This Agreement terminates immediately if a party's license or permit to operate expires or is revoked, repealed, suspended, or placed on probation by Medicaid, Medicare or any other governmental or accrediting agency.
- F. Any termination will not apply to students who have begun the AAS degree program at Thaddeus Stevens College of Technology or the Bachelor of Architecture program at Marywood University.

X. INDEMNIFICATION

Marywood University and Thaddeus Stevens College of Technology agree to indemnify and hold harmless the other, and its directors, officers, agents (including in the case of Marywood, its Students) and employees from and against any and all claims, demands, actions, settlements or judgments, liabilities, losses, damages, suits, costs, charges, payments and expenses, including reasonable attorneys' fees, arising out of or in consequence to the negligent or intentional acts or omissions of the indemnifying party in connections with performance of this agreement

XI. GENERAL PROVISIONS

A. FORCE MAJEURE

Neither party shall be liable or responsible for any failure or delay in the performance of its obligations hereunder due to causes beyond the reasonable control of the party affected or its agents, representatives, contractors or vendors, including, but not limited to, war, sabotage, insurrection, epidemics, pandemics, earthquakes, terrorism, riot or other act of civil disobedience, strikes or other labor shortages, accident, fire, explosion, flood, hurricane, severe weather or acts of God.

B. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

C. NO WAIVER

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

D. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

E. 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.

F. ENTIRE AGREEMENT:

This agreement, and the Exhibits attached hereto, 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.

G. 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.

XII. 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: Jodi La Coe, PhD, RA, NCARB, SEED
Director, School of Architecture
Marywood University
2300 Adams Avenue
Scranton, Pennsylvania 18509

With a copy to: James Eckler
Academic Vice President and Dean, Reap College of Creative and Professional Studies
Marywood University
2300 Adams Avenue
Scranton, Pennsylvania 18509

To TSCT: 750 East King Street
Lancaster, Pennsylvania 17602

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

THADDEUS STEVENS COLLEGE OF TECHNOLOGY MARYWOOD UNIVERSITY

By: 

Print Name: Dr. Pedro Rivera, II

Title: President

Date: 3/28/24

By: 

Print Name: Lisa Lori, J.D.

Title: President

Date: 4/2/2026