

REVERSE TRANSFER AGREEMENT
Bloomsburg University of Pennsylvania
And
Luzerne County Community College

Preface

This Reverse Transfer Agreement is made between Bloomsburg University of Pennsylvania (BU) and Luzerne County Community College (Luzerne) and is intended to strengthen the collaborative partnership already existing between these two institutions for the benefit of students.

Pursuant to the Agreement, the Parties establish a reverse transfer program that will permit eligible students, who transfer from Luzerne to BU before earning an associate's degree from Luzerne, the opportunity to transfer BU credits back to Luzerne to apply towards completion of the Luzerne associate's degree concurrent with their enrollment at BU.

Agreement Guidelines

1. To be eligible for the reverse transfer program, Luzerne students must have successfully completed a minimum of 30 credits (excluding developmental coursework) from Luzerne, transfer their remaining degree requirements to Luzerne with a grade of "C" or better and to have a minimum GPA of 2.00 at all institutions. Students may transfer back a maximum of 30 degree-related credits to Luzerne.

Procedures

1. Each semester BU will identify and outreach all newly admitted Luzerne students informing them of this agreement.
2. Interested students will have to complete a Reverse Transfer Application Request. By completing and signing this form the student gives permission to BU to share the student's educational information with Luzerne for purposes of this agreement. The Reverse Transfer Application Request will also be used as the student's Luzerne transcript request form to BU.
 - a. The Reverse Transfer Application Request will include the following FERPA Statement allowing disclosure of records:

FERPA Statement: Under the Family Educational Rights and Privacy Act (FERPA) of 1974, and as amended, I understand that my educational records cannot be released without my written permission. I therefore authorize the release of my educational records from BU to Luzerne, in order to share student data information between the two institutions without violation of FERPA. I understand that this release agreement will be in effect as long as I am participating in the reverse transfer program between BU and Luzerne and I have the right to rescind this release agreement at any time by notifying the Registrar at BU.

I understand the FERPA Statement and agreement to the disclosure of my education records between BU and Luzerne for

the purpose of credit evaluation to determine the awarding of an associate's degree from Luzerne.

3. The Reverse Transfer Application Request will be forwarded to the appropriate party at Luzerne.
4. BU and Luzerne will each designate contact persons for this partnership who will guide the student through this process.
5. The student needs to work closely with the Luzerne advisor to ensure they meet all requirements for the associate degree
6. The student should submit their BU final transcript for the associate degree in a time frame determined by the Luzerne advisor.
7. There will not be a Luzerne graduation or a BU transcript fee for the student.
8. BU and Luzerne will develop a process to track the progress of these students towards their associate degree.

Revisions, Renewal and Termination of this Agreement

BU and Luzerne are responsible for identifying, and communicating to each other changes in the policies or requirements of their respective institutions that affect this agreement. The willingness of both institutions to enter this agreement in order to facilitate the transfer of students from Luzerne County Community College into Bloomsburg University, and to expand their opportunities for academic success there, is indicated by the following signatures.

- a. This Agreement represents the entire understanding 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 and can be modified only in writing with the same formality as the original Agreement.
- b. No modifications, alternations, changes, or waiver to this agreement shall be valid unless accomplished by a written amendment signed by both parties.
- c. This Agreement will be reviewed annually by the appropriate parties at each institution, and will be renewed automatically for a maximum total term of five (5) years or until the agreement is formally terminated. 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.
- d. 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.
- e. 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.
- f. This Agreement is governed by the laws of the Commonwealth of Pennsylvania.
- g. 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 Luzerne or BU by law or otherwise.
- h. 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

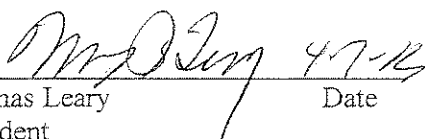
of the LCCC non-discrimination policy, go to <http://portal.luzerne.edu/forms/dc.pdf>. Inquiries may be directed to the Title IX Coordinator, John Sedlak, Dean of Human Resources, LCCC, 1333 South Prospect Street, Nanticoke, Pennsylvania, 18634, 800-377-5222 extension 7234. Inquiries related to accessibility services for students may be directed to the Section 504 Coordinator, Rosana Reyes, Dean of Student Development and Enrollment Management, LCCC, 1333 South Prospect Street, Nanticoke, Pennsylvania, 18634, 800-377-5222 extension 7423.

- i. BU agrees that they are an Equal Opportunity Employer.
- j. Any notices to be given hereunder by any Party to the other may be affected with 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 BU: Bloomsburg University
400 East Second Street, AL-124
Bloomsburg, PA 1781
Attention: Thomas Fletcher, Vice President - Strategic Enrollment Management
 - b. If to LCCC: Luzerne County Community College
1333 South Prospect Street
Nanticoke PA 18634
Attention: Rosana Reyes, Dean of Enrollment Management and Student Development

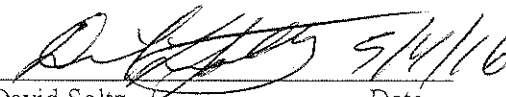
The undersigned representatives of the parties, Luzerne County Community College and Bloomsburg University of Pennsylvania have executed this agreement on the dates indicated:

For Luzerne County Community College:

For Bloomsburg University of Pennsylvania:



Thomas Leary Date
President



David Soltz Date
President

Approved as to Form and Legality:

[Signature] 5/10/16
University Legal Counsel Date
Pennsylvania State System of Higher Education

EFFECTIVE DATE
MAY 10 2016
OFFICE OF CHIEF COUNSEL

RECEIVED
MAY 06 2016
PA STATE SYSTEM OF HIGHER EDUCATION
OFFICE OF CHIEF COUNSEL

Appendix A
Reverse Transfer
Bloomsburg University of Pennsylvania and Luzerne County Community College
Application Request

I formally request that Bloomsburg University of Pennsylvania (BU) share my educational information and forward to Luzerne County Community College (Luzerne) an official Bloomsburg University of Pennsylvania transcript.

Student Name: _____

Address: _____

Telephone Number: _____ Email Address: _____

BU ID: _____ Luzerne ID (if known): _____

Total Number of Luzerne Credits: _____ Luzerne Major: _____

Luzerne GPA: _____ BU GPA: _____ BU Major: _____

FERPA Release: Under the Family Educational Rights and Privacy Act ("FERPA") of 1974, and as amended, I understand that my educational records cannot be released without my written permission. I therefore authorize the release of my education records from BU, in order to share student data information between the two institutions without violation of FERPA. I understand that this FERPA Release will be in effect as long as I am participating in the Reverse Transfer Program between BU and Luzerne and I have the right to rescind this FERPA Release at any time by providing the BU Registrar with written notice of my rescission.

I understand the FERPA Release and agree to the disclosure of my education records between BU and Luzerne for the purpose of credit evaluation to determine the awarding of an associate's degree from Luzerne.

Student Signature

Date