

Luzerne County Community College

Nanticoke, PA

Articulation Agreement With Misericordia University

**Associate in Science Degree in Accounting
To
Bachelor of Science in Accounting**

Luzerne County Community College and Misericordia University have agreed to correlate their curricula for students in the above mentioned degree program who wish to complete the Bachelor of Science Degree in Accounting at Misericordia University. Subject to the terms of this agreement and Misericordia University policy, a student who satisfactorily completes the requirements of the degree at Luzerne County Community College will be granted sophomore status in the college and may complete the Misericordia University requirements for the Bachelor of Science in Accounting Degree at Misericordia University within four or five regular semesters; however, completion within four or five semesters is not guaranteed.

This Articulation Agreement (“**Agreement**”) is entered into on this 14th day of January, 2013, by and between LUZERNE COUNTY COMMUNITY COLLEGE, 1333 South Prospect Street, Nanticoke, PA 18634 (“**LCCC**”), and MISERICORDIA UNIVERSITY, 301 Lake Street, Dallas, PA 18612 (“**MU**”) (both LCCC and MU may be individually referred to herein as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, the Parties are both institutions of higher education dedicated to providing their students with as many educational opportunities as possible; and

WHEREAS, LCCC offers an Associate in Science degree in Accounting which is designed to prepare students for careers in Accounting and related fields; and

WHEREAS, many students who attend LCCC and participate in LCCC’s Accounting degree program intend, or discover their desire, to obtain a Bachelor of Science degree in Accounting (“**LCCC Students**”); and

WHEREAS, MU offers a Bachelor of Science degree in Accounting designed to prepare students for careers in Accounting and related fields (the “**BS Program**”); and

WHEREAS, the Parties mutually desire to facilitate the transfer of academic credits from LCCC’s Associate degree in Accounting program to the BS Program offered by MU.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties, intending to be legally bound, agree as follows:

1. **Admission to MU.** All LCCC Students must have satisfied all of the admission requirements listed in **Section 2** below to be eligible for admission to the BS Program. All LCCC Students admitted to MU under this Agreement shall, upon admission and enrollment, become students of MU and shall become subject to all MU policies and regulations.

2. **Admission Requirements.** All LCCC Students transferring under this Agreement to the BS Program from LCCC must:

- A. have completed and been awarded an Associate in Science degree in Accounting at LCCC;
- B. be in good academic standing at LCCC at the time of admission to the BS Program;
- C. have followed the appropriate application process in applying to MU and furnished a final transcript to MU for any college or university the student previously attended;
- D. have a minimum cumulative grade point average of 2.0 on a 4.0 scale;
- E. have completed the prerequisite courses listed on the attached **Exhibit "A"** which is made part of this Agreement by this reference; and
- F. meet the minimum MU admission requirements for Accounting, which will be provided to LCCC from time to time.

3. **Exceptions to Admission.** MU may adopt procedures from time to time to assure that LCCC Students seeking admission to the BS Program meet the requirements and standards of this Agreement and further reserves the right to deny admission under **Section 1** above to any LCCC Student whenever MU determines, in its sole discretion, that such admission will not further the interests of MU. No individual LCCC Student shall be guaranteed admission to the BS Program under this Agreement, and no such student shall be considered a third party beneficiary hereunder.

4. **Transfer of Credits.** Except for those credits earned by LCCC Students in the courses that are listed on the attached **Exhibit "A,"** the transfer of any additional academic credits from LCCC to MU shall be governed by MU policies and procedures. The maximum number of credits that a LCCC Student may transfer from LCCC to MU is sixty (60).

5. **Minimum MU Credits.** All LCCC Students who transfer to the BS Program under this Agreement shall be required to earn a minimum of sixty-three (63) credits from MU in order to be awarded a Bachelor of Science degree in Accounting from MU.

6. **Term.** This Agreement shall commence on January 14, 2013 (the "**Effective Date**"), and will continue for the next twelve (12) months thereafter, unless otherwise earlier terminated as provided herein (the "**Initial Term**"). If signed after the Effective Date, this Agreement shall be deemed retroactive to the Effective Date. Unless either Party provides written notice to the other Party of its

intention not to renew this Agreement within thirty (30) days prior to the expiration of either the Initial Term or a Renewal Term (as defined herein), this Agreement shall automatically renew for an additional one (1) year period and continue to renew thereafter for successive one (1) year periods (each a “**Renewal Term**”).

7. **Termination.** Either Party may terminate this Agreement at any time, and for any reason, by providing thirty (30) days written notice to the other Party. Notwithstanding anything to the contrary in this Agreement, students in progress at the time of termination of this Agreement will be permitted to complete their LCCC program of study and apply to the BS Program at MU pursuant to the terms of this Agreement.

8. **Financial Assistance.** LCCC students who enroll in the BS Program under the terms of this Agreement shall have the same eligibility for financial assistance and academic scholarships as all other MU students.

9. **Other Programs at MU.** This Agreement is strictly limited to the BS Program at MU. Nothing in this Agreement shall be interpreted as granting admission to any LCCC student in any MU program other than the BS Program.

10. **Advertising/Marketing.** Throughout the Initial Term and any Renewal Term, and upon LCCC’s request, MU shall supply LCCC with promotional materials designed to recruit students into the BS Program. MU shall design and produce such promotional materials in MU’s sole discretion, which shall be subject to LCCC’s reasonable approval. Throughout the Initial Term and any Renewal Term, MU will make program advisors and admissions personnel available to LCCC Students and prospective LCCC Students to discuss the BS Program and the transfer and enrollment processes described in this Agreement in detail.

11. **Governing Law.** This Agreement shall be governed by and construed under the law of the Commonwealth of Pennsylvania, without regard to any conflict or choice of law provisions which would cause the application of the laws of any other jurisdiction.

12. **Assignment.** Neither Party may assign its rights nor delegate its obligations under this Agreement unless the other Party’s written consent is obtained prior thereto. Any such assignment or delegation without such consent shall be void.

13. **Entire Agreement.** This Agreement (including the Recitals) shall constitute the full and entire understanding and agreement between the Parties with regard to the subject matter herein. All Recitals form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals.

14. **Notice.** Any notice to a Party required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered to the Party, mailed by regular U.S. mail and addressed as followed, or sent by any means of electronic message transmission with delivery confirmed (by voice or otherwise) to the electronic mail address or facsimile number listed below:

If to MU:

Address: Misericordia University
301 Lake Street
Dallas, PA 18612
Attn: _____
E-mail: _____
Fax: _____

If to LCCC:

Address: LCCC College
1333 South Prospect Street
Nanticoke, PA 18634
Attn: _____
E-mail: _____
Fax: _____

15. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not modify, define, limit, expand or otherwise affect in any way the meaning or interpretation of this Agreement.

16. **Warranties.** Each Party hereby represents and warrants to the other Party that the undersigned officers for each Party have the full power and authority to execute and deliver this Agreement and perform the obligations of the applicable Party hereunder, and no further action or authorization is necessary on the part of such Party or the undersigned officers in order to consummate the transactions herein contemplated.

17. **Independent Contractors.** Nothing herein shall be construed to create a joint venture or partnership between the Parties or an employee/employer relationship. Both Parties shall at all times be independent contractors pursuant to this Agreement. Neither Party shall have any express or implied right

or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

18. **Binding Effect; Third Party Beneficiaries; Assignment.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective legal representatives, successors and permitted assigns. Except as expressly set forth herein, nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties, or their respective legal representatives, successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

19. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and any such provision, to the extent invalid or unenforceable, shall be replaced by a valid and enforceable provision which comes closest to the intention of the parties underlying such invalid or unenforceable provision.

20. **Counterparts.** This Agreement may be executed in two or more counterparts (including by means of facsimile), each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

[signature page follows]

IN WITNESS WHEREOF, Misericordia University and Luzerne County Community College have caused this Assignment to be executed as of the date first written above.

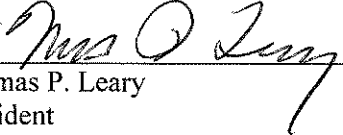
MISERICORDIA UNIVERSITY

LUZERNE COUNTY COMMUNITY COLLEGE



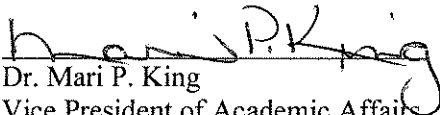
Dr. Michael A. MacDowell
President

6-5-13
Date



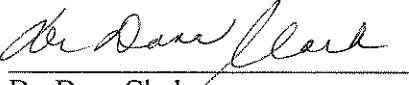
Thomas P. Leary
President

5-28-13
Date



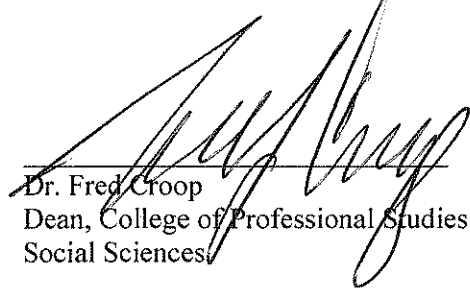
Dr. Mari P. King
Vice President of Academic Affairs

4/10/13
Date



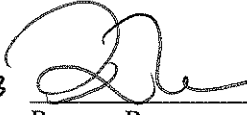
Dr. Dana Clark
Provost/Vice President, Academic Affairs

5/21/13
Date



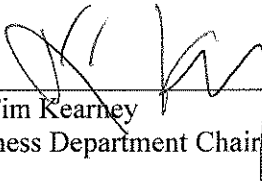
Dr. Fred Croop
Dean, College of Professional Studies &
Social Sciences

5-11-13
Date



Rosana Reyes
Dean, Enrollment Management &
Student Development

5/21/13
Date



Dr. Tim Kearney
Business Department Chair

4-9-13
Date



Dr. Gary Mrozinski
Dean, Business & Technologies

5-21-13
Date



Glenn Bozinski
Director of Admissions

4/24/13
Date

Exhibit "A"

**Associate in Science in Accounting – Transfer to Misericordia University
2013-2014**

Recommended Sequence of Courses:

First Year First Semester

LCCC	CR	Name of Course Equivalent	Misericordia University	CR
ACC 111	3	Principles of Accounting	ACC 101	3
ECO 151	3	Principles of Economics (Macro)	BUS 205	3
CIS 112	3	Spreadsheet Analysis using Microsoft Excel	Does not transfer	0
ENG 101	3	English Composition	ENG 151	3
FYE 101	1	First Year Experience	Does not transfer	0
SPE 125	3	Fundamentals of Speech	Free elective	2-3
Total Credits	16			12

First Year Second Semester

LCCC	CR	Name of Course Equivalent	Misericordia University	CR
ACC 112	3	Principles of Accounting II	Free elective	3
BUS 107	3	Mathematics of Finance	Free elective	3
ECO 152	3	Principles of Economics II (Micro)	BUS 206	3
ENG 102	3	Advanced Composition	Free elective	3
HIS 101/201	3	Western Civilization I /American History to 1865	HIS 101/103	3
Total credits	15			15

Second Year First Semester

LCCC	CR	Name of Course Equivalent	Misericordia University	CR
ACC 211	4	Intermediate Accounting I	ACC 340	3
ACC 214	3	Tax Accounting	ACC 401	3
BUS 261	3	Business Law 1	BUS 352	3
Elective	1	Health and Physical Ed Electives	Does not transfer	0
MAT 107	3	Basic Statistics	MTH 115	3
Science Elective (see LCCC transfer guide)	3-4		Natural Science core (with or without lab)	3-4
Total credits	17			15

Second Year Second Semester

LCCC	CR	Name of Course Equivalent	Misericordia University	CR
ACC 212	4	Intermediate Accounting II	ACC 341	3
ACC 215	3	Cost Accounting	ACC 310	3
MAT 140	3	Calculus for Business & the Social Science	MTH Bank 1	3
Science Elective (see LCCC transfer guide)	3-4		Natural Science core (with lab)	3-4
POS 101	3	American Government	POL 100	3
Total	16			15

Total Credits at LCCC for Accounting Associate Degree: 64

Total Credits to transfer to Misericordia University into the Accounting program: 57

The academic adviser assists the student in planning his/her curriculum and in preregistration; however, the student is ultimately responsible for meeting the requirements of the curriculum selected.

Minimum required credits to receive a B.S. in Accounting is 120 credits (63 credits at Misericordia University)

Students are ultimately responsible for knowing and observing all regulations contained within the University catalog that may affect their status at Misericordia University. Please visit the online Misericordia University catalog at www.misericordia.edu/catalog.

All transferred courses must be completed with the minimum grade stipulated in the “Transfer Program” section of the Misericordia University catalog in effect at the time of the student’s enrollment at the University.