

## ARTICULATION AGREEMENT

BETWEEN

LUZERNE COUNTY COMMUNITY COLLEGE

AND

MISERICORDIA UNIVERSITY  
DALLAS, PENNSYLVANIA

This Articulation Agreement ("**Agreement**") is entered into this 11 day of MARCH, 2015, by and between LUZERNE COUNTY COMMUNITY COLLEGE, 1333 South Prospect Street, Nanticoke, PA 18634-3899 ("**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**").

**BACKGROUND**

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 degree in nursing which is designed to prepare students for careers in nursing and related fields; and

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

WHEREAS, MU offers a Bachelor of Science degree in nursing designed to prepare students for careers in nursing and related fields; and

WHEREAS, the Parties mutually desire to facilitate the transfer of academic credits from LCCC's Associate degree in nursing program to the Bachelor of Science degree in nursing program offered by MU (the "**BSN Program**").

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

1. **Admission to MU.** During the Term (hereinafter defined) and throughout any Renewal Term (hereinafter defined), those LCCC Students who have satisfied all of the admission requirements listed in **Section 2** below shall be admitted to the BSN 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 BSN Program from LCCC must:

- A. sign a letter of intent to enroll in the BSN Program;
- B. have completed and been awarded an Associate degree in nursing at LCCC;
- C. be in good academic standing at LCCC at the time of admission to the BSN Program;
- D. have furnished a final transcript to MU for any college or university the student previously attended;
- E. have a minimum cumulative grade point average of 2.75 on a 4.0 scale;
- F. have earned a grade of "C" or better in each course for which credits are to be transferred to MU under this Agreement;
- G. have completed the prerequisites courses listed on the attached **Appendix "A"** which is made part of this Agreement by this reference;
- H. have obtained a Pennsylvania Registered Nurse license and maintained such license in good standing at the time of full admission to the BSN Program; and

I. meet the minimum Misericordia University admission requirements for Nursing, as may be provided to LCCC from time to time.

3. **Exceptions to Admission.** MU 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 BSN 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 courses that are listed on the attached **Appendix "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 an LCCC Student may transfer from LCCC to MU is sixty-one (61).

5. **Minimum MU Credits.** All LCCC Students who transfer to the BSN Program under this Agreement shall be required to earn a minimum of thirty (30) credits from MU in order to be awarded a Bachelor of Science degree in nursing from MU.

6. **Changes to Curriculum.** Each Party shall notify the other within ninety (90) days of a change in such Party's curriculum which may affect this Agreement. As of the Effective Date (hereinafter defined), LCCC curriculum for LCCC Students who intend to enroll in the BSN Programs is as set forth on the attached **Appendix "B"** which is made part of this Agreement by this reference.

7. **Term.** This Agreement shall commence on 3/11/15 (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**").

8. **Termination.** Either Party may terminate this Agreement at any time, and for any reason, by providing ninety (90) 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 transfer to the BSN Program at MU pursuant to the terms of the Agreement.

9. **Representatives.** The following named representatives from each Party are hereby appointed as the applicable Party's representative responsible for monitoring this Agreement for each Party. Any notice to a Party required or permitted hereunder shall be in writing and shall be sufficiently given if personally delivered to the Party's representative, 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:

MU's representative:

Dr. T. J. Arant

Address: Misericordia Univ.

Dallas, PA 18612

E-mail: tarant@misericordia.edu

Fax: 570-674-8049

LCCC's representative:

Dr. Deborah Vitigi-Payne

Address: 1333 South Prospect Street

Nanticoke PA 18634

E-mail: dvitigi@luzerne.edu

Fax: 570-258-0654

Either Party may appoint a replacement representative by given notice as provided for in this Section 9.

10. **LCCC Nursing Counselor.** In addition to the LCCC representative identified above in Section 9, the LCCC Nursing Counselor (who may or may not be the same person identified as the LCCC representative in Section 9) will serve as the advisor for LCCC Students. The LCCC Nursing Counselor shall be responsible for, among other things, (i) providing LCCC institutional recommendations for LCCC Students and (ii) maintaining files for LCCC Students.

11. **Advertising/Marketing.** Throughout the Term and any Renewal Term, LCCC shall list the BSN Program in its annual course catalog and include a description of the BSN Program's requirements. Throughout the Term and any Renewal Term, MU shall supply LCCC with promotional materials designed to recruit LCCC Students into the BSN Program. MU shall design and produce such promotional materials in MU's sole discretion, but shall be subject to LCCC reasonable approval. Throughout the Term and any Renewal Term, MU personnel shall make a minimum of two (2) visits per year to LCCC's campus in Nanticoke, PA and meet with the LCCC representative and LCCC students interested in the BSN Program. Both LCCC and MU shall make appropriate personnel aware of the existence of this Agreement.

12. **Evaluation.** Within ninety (90) of the end of the Term and each Renewal Term hereunder, MU shall provide to LCCC aggregate statistical information for BSN Program, including information such as the number of applications received for the BSN Program, the credentials of BSN Program applicants, and admissions decisions.

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

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

15. **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.

16. **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.

17. **Entire Agreement.** This Agreement shall constitute the full and entire understanding and agreement between the Parties with regard to the subject matter herein.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

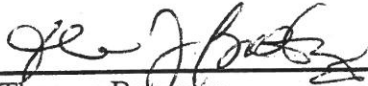
23. **Counterparts.** This Agreement may be executed in two or more counterparts (including by means of facsimile), each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.


*[signature page follows]*

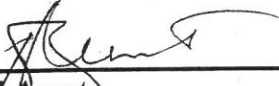
IN WITNESS WHEREOF, Misericordia University and Luzerne County Community College have caused this Assignment to be executed as of 4/10/15.

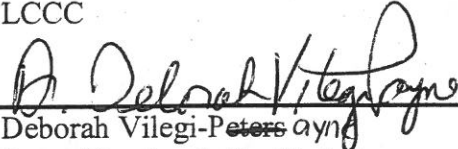
MISERICORDIA UNIVERSITY:


LUZERNE COUNTY COMMUNITY COLLEGE:

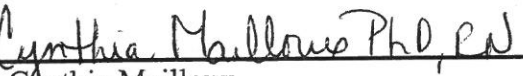
 3/18/15  
Date  
Thomas Botzman  
President  
Misericordia University

 \_\_\_\_\_  
Date  
Thomas Leary  
President  
LCCC

 3-17-15  
Date  
T. J. Arant  
Interim Vice President of Academic  
Affairs  
Misericordia University

 4/7/15  
Date  
Deborah Vilegi-Peters  
Dean, Nursing & Health Sciences  
LCCC

 3/10/15  
Date  
Leamore Kahanov  
Interim Dean, College of Health  
Sciences  
Misericordia University

 3/11/15  
Date  
Cynthia Mailloux  
Chair, Nursing Department  
Misericordia University



**Exhibit "A"**

**PREREQUISITE COURSES**

(see attached)

Luzerne County Community College and Misericordia University Dual Enrollment  
Suggested Curriculum

MU Requirements	MU Course Number	Credits	LCCC course number	Credits
Natural Science with Lab	BIO 211	4	BIO 135	4
Natural Science		3	CHE 111, PHY 101, 102, 111	3
Behavioral Science	SOC 101	3	SOC 215	3
Behavioral Science	PSY 123	3	PSY 103	3
Fine Arts		3	ART 110, 130, 200, 150, MUS 150	3
Fine Arts		3	ART 110, 130, 200, 150, MUS 150	3
Literature		3	ENG 221, 222, 104, 223, or 224	3
University Writing Seminar	ENG 151	3	ENG 101	3
History / Political Science		3	HIS 101, 102, 201, 202, POL 100	3
History / Political Science		3	HIS 101, 102, 201, 202, POL 100	3
Philosophy 100		3	PHI 150	3
Philosophy 223		3	PHL 151	3
Religious Studies (RLS 104W)		3	No equivalent course	0
Religious Studies		3	No equivalent course	0
Mathematics		3	MAT 101, 121, 125, 140, 151	3
Elementary Statistics		3	MAT 107	3
Elective	ENG 103	3	ENG102	3
Elective	ELE	6	NSG ele	3
Elective	ELE	3	SPE 210	3
Elective	BIO 212	4	BIO 136	4
Elective	PSY 275	3	PSY 217	3
Elective	BIO 227	3	BIO 251	3
Nursing Concepts	AP	32	No equivalent courses	0
			NUR 100	1
			NUR 110	9
			NUR 120	9
			NUR 220	3
			NUR 230	9
			NUR 240	9
			NUR 250	1
Health Assessment Across Lifespan	NSG 398A	3	NUR 221 *	3
Principles of Pharmacology	NSG 320	3	No equivalent course	
Professional Nursing Concepts/Theor	NSG 397A	3	No equivalent course	
Informatics for Healthcare Prof	NSG 325	3	No equivalent course	
Care of Aggregates, Communities	NSG 460A	3	No equivalent course	
Clin App of Aggregates, Communities	NSG 465A	2	No equivalent course	
Intro to Nursing Research and EBP	NSG 410W	2	No equivalent course	
Issues and Trends in Prof Practice	NSG 499	3	No equivalent course	
				3
		126		

\*Although transferrable courses are available, it is highly recommended that these courses be taken at MU.

**Appendix "B"**  
Luzerne County Community College  
Department of Nursing  
Suggested Nursing Curriculum for Dual Enrollment Students

First Year Summer I Semester

NUR 100	Intro to the Nursing	1 credit
MU Core		3 credits
Total		4 credits

First Year Summer II Semester

MU Core		3 credits
Total		3 credits

First Year

Semester 1		Semester 2	
NUR 110	9 credits	NUR 120	9 credits
SPE 210	3 credits	PSY 217	3 credits
BIO 135	4 credits	BIO 136	4 credits
PSY 103	3 credits	ENG 101	3 credits
FYE 101	1 credit		
	20 credits		19 credits

Summer Semester During the Program

MU Core or Elective	3 credits
MU Core or Elective	3 credits
MU Core or Elective	3 credits
Total	9 credits

Second Year

Semester 3		Semester 4	
NUR 220	3 credits	Nursing 250	1 credits
BIO 251	4 credits	Nursing 240	9 credits
NUR 230	9 credits	ENG 102	3 credits
SOC 101	3 credits	Health/PE Elective	1 credits
	19 credits		14 credits

This program plan will allow for an additional 15 credits above the prescribed 73 credits required for the AAS at LCCC. An additional four elective courses will still be required; they can be taken at LCCC prior to beginning coursework at MU, or can be taken in the Expressway program at MU.