

Luzerne County Community College and Misericordia University

Reverse Transfer Agreement

11/25/13

Preface

This agreement is intended to strengthen the collaborative partnership already established between Luzerne County Community College (LCCC) and Misericordia University (MU) and to increase students' education credential obtainment, and their academic and career success.

Purpose

This reverse transfer agreement between LCCC and MU seeks to identify and provide the mechanism for students to transfer from MU to LCCC credits such students previously earned from MU and apply such credits towards applicable LCCC degree requirements. LCCC will evaluate these credits and when LCCC determines that all requirements are met, LCCC shall award such students an associate degree from LCCC.

Agreement Guidelines

A Student intending to take advantage of this opportunity to transfer MU earned credits to LCCC as provided for in this agreement must meet the following criteria:

1. Student must have earned at minimum of 30 credits at LCCC.
2. Student may transfer no more than 30 credits with a c or better grade towards their LCCC associate degree requirements.
3. Student must have a minimum 2.0 GPA and be/have been in good standing at both institutions.
4. Student must complete and submit a reverse transfer form, which will include an authorization to have their transcripts released by MU and delivered to LCCC, so that such transcript may be evaluated for graduation completion by LCCC.

Procedures

1. One week prior to the start of every semester LCCC will receive a list from MU of all newly admitted LCCC students holding less than 60 credits from LCCC interested in reverse transfer and who meet the guidelines stated above.
2. MU and LCCC will inform students identified of this option to earn their associate credentials via the reverse transfer agreement.
3. There will not be a LCCC graduation or a MU transcript request fee for the student.
4. MU and LCCC will designate a contact person for this partnership who will guide the student in this process.
5. LCCC will count reverse transfer students in its yearly graduation report. Students who complete all graduation requirements will have the option to attend LCCC graduation ceremony.
6. MU agrees to submit data participating students.

General Terms and Conditions:

1. This Agreement represents the entire understanding between the Parties and can be modified only in writing with the same formality as the original Agreement.
2. This Agreement will be reviewed annually by the appropriate parties at each institution, and will automatically renew for a period of time not to exceed five (5) years. 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.
3. 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.

4. 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.
5. This Agreement is governed by the laws of the Commonwealth of Pennsylvania.
6. 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 LCCC by law or otherwise.
7. 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 MU: Misericordia University
 Admission's Office
 301 Lake St, Dallas, PA 18612
 - 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
 Copy to: Luzerne County Community College
 Financial/Contract Associate
 1333 South Prospect Street
 Nanticoke PA 18634

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

For Luzerne County Community College:

For Misericordia University:

 Thomas Leary Date
 President

 Dr. Thomas J. Botzman Date
 President

Designated Contact Person

For Luzerne County Community College:

For Misericordia University:

Rosana Reyes
 Dean of Enrollment Management
 And Student Development

Glenn Bozinski
 Director of Admission