

# Lackawanna College and The University of Scranton

## Memorandum of Understanding

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1/17/17 – Draft

### **Preface:**

Lackawanna College (LC) and The University of Scranton (University) enter into this Memorandum of Understanding to facilitate the admission of LC students to the University. It is the intent of the parties hereunder to stipulate and agree to the general terms and conditions under which students from LC will be eligible for admission to the University. The parties further agree that separate Articulation Agreements shall be entered into for each major program of study for which Memorandum of Understanding admission is offered.

### **Admission Requirements:**

Pursuant to this Memorandum of Understanding, LC students will be eligible for admission into a parallel articulated Bachelor's Degree program (see attachment I) with third year (junior) status conferred upon admission to the University provided the student meets the following criteria:

1. Graduate from LC in good standing with an Associate's Degree and a minimum cumulative grade point average (GPA) of 2.75; Some major programs of study may require a higher grade point average as listed in the program-specific Articulation Agreements referenced above;
2. Matriculate at the University within one year of LC degree conferral;
3. Do not attend another institution of higher education between the time the student graduates from LC and when matriculation commences at the University. Only eligible credits, as determined by the University, and earned at LC are transferrable under this program;
4. Adhere to the University application requirements. LC graduates applying to the University under the terms of this agreement must complete a University Admissions application to be submitted at least 60 days prior to the start of the desired matriculation semester and meet all acceptance criteria established by the University;
5. Student must select a specific major designated under the Memorandum of Understanding (See Attachment 1). Students may not register as "undeclared";
6. LC students who are accepted under the Memorandum of Understanding will be required to meet the University degree requirements for the specific declared major in effect at the time of their University matriculation;
7. A full-time student admitted with third year (junior) status to the University should be able to complete a Bachelor's Degree at the University within four regular semesters provided that the student has completed the appropriate Associate's Degree program requirements at LC and timely sequences and completes their remaining required course work at the University. Exceptions to this are programs with extended internships and clinical experiences.
8. Students who have previously matriculated at the University are not eligible for the Memorandum of Understanding program.

**In order to facilitate the admission of LC graduates to the University, the parties agree to the following:**

### **The University agrees to:**

- Accept the applicable LC courses for transfer with a minimum grade earned of "C";
- Full-time students with a 3.00 or higher cumulative GPA that are paying the flat-rate tuition at the University will be considered for a merit scholarship award with a minimum value of \$10,000 annually. Non-traditional students enrolled on a per-credit basis may also be considered for merit scholarship. Merit scholarships, once awarded, may be renewed each year contingent upon the students maintaining a 2.50 cumulative University GPA and meeting eligibility requirements. All students may also be considered for need-based financial awards;
- Students transferring into the University are required to successfully complete a minimum of 63 credits from the University for a baccalaureate degree to be awarded; and

- Provide LC with publication materials to distribute as well as an electronic form to capture interest in the University by LC students;
- Provide to students accepted into through this Memorandum of Understanding but not yet matriculated at the University, the option to register for a maximum of nine (9) credit hours in courses offered by the University at a 50% discounted tuition price. These courses must be applied to the specific degree program that the student intends to pursue at the University, and must be approved by the respective Dean's Office at the University.

**LC agrees to:**

- To publicize this program to prospective and current LC students; and
- Provide the link to the University electronic form to interested LC students.

**Joint Obligations:**

- Each institution will assure that all representations to current or prospective students or faculty concerning the nature of the Memorandum of Understanding between the University and LC will be consistent with this Agreement in all respects. All questions raised with one institution concerning the details of the program and courses of the other institution will be referred to that other institution;
- To keep each other informed of any changes of policy or curricula that affect this agreement. Both the University and LC will review this agreement annually and make any changes upon mutual agreement, as needed. Such changes will become effective when both LC and the University sign the revised document;
- To collaborate in providing students with academic advising and information about the program contemplated by this agreement, the University academic requirements, LC completion requirements and the process of transferring to the University;
- To mutually develop and implement promotional efforts to communicate the benefits of the Memorandum of Understanding;
- To facilitate and support consultation and collaboration between faculties related to this agreement; and
- Each institution will designate a representative or representatives who will coordinate the Memorandum of Understanding between the two institutions.

**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. The initial term of this Agreement shall be five (5) years from the date of the last signature below, ("Initial Term"), and will automatically renew for a period of time not to exceed five (5) years ("Renewal Term"). Not later than sixty (60) days prior to the end of the Initial Term or any Renewal Term thereafter, each Party shall review and together make any changes to an updated Agreement to be considered for execution and implementation.
3. Notwithstanding the foregoing paragraph, either Party may terminate this Agreement at any time by written notice at least ninety (90) days 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 and matriculating at the University under the terms of this Agreement.
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, with jurisdiction in the Court of Common Pleas of Lackawanna County.
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 LC by law or otherwise.
7. Any notices to be given hereunder by any Party to the other shall be provided 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.

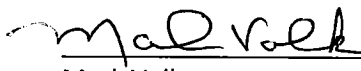
a. If to the University: The University of Scranton  
 Office of Admissions: The Estate  
 800 Linden Street  
 Scranton, PA 18510  
 Attention: Caitlyn Hollingshead - Director of Graduate,  
 Transfer & International Admissions

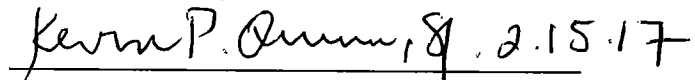
If to LC: Lackawanna College  
 501 Vine Street  
 Scranton, PA 18509  
 Attention: Barbara Nowogorski – Director of Advising

The undersigned representatives of the parties, Lackawanna College and The University of Scranton have executed this agreement on the dates indicated:

**For Lackawanna College:**

**For The University of Scranton:**

 2/15/17  
 Mark Volk                                      Date  
 President

 2.15.17  
 Kevin P. Quinn, S.J., J.D., Ph.D.                                      Date  
 President

**Designated Contact Person:**

**For Lackawanna College:**

**For The University of Scranton:**

Erica Barone Pricci, Vice President for  
 Academic Affairs & Chief Academic Officer

Joseph M. Roback, Associate Vice Provost for Admissions  
 & Enrollment

Attachment I - Articulated Programs  
 LC to the University

- Programs to program articulations pending academic reviews at this time.

Generally, all articulated programs require a minimum grade point average of 2.75, with the exception of when listed in each program Articulation Agreement.