

ARTICULATION AGREEMENT BETWEEN TOURO COLLEGE AND SUFFOLK COMMUNITY COLLEGE

This Agreement is dated as of _____, 2014 and is entered into between **Touro College**, an institution of higher education chartered by the Regents of the University of the State of New York, located at 1700 Union Boulevard, Bay Shore, New York 11706 (hereinafter "Touro College") and **Suffolk County Community College**, a constituent member of the State University of New York system, located at 533 College Road, Selden, New York 11784, (hereinafter "SCCC").

WHEREAS, Touro College is interested in enrolling a larger number of qualified Associate Degree students into its Bachelor Degree Programs (hereinafter "Touro Program");

WHEREAS, SCCC offers its students an Associate Degree in Liberal Arts and Science (hereinafter "SCCC Program");

WHEREAS, SCCC is willing and able to partner with Touro College in order to facilitate the successful matriculation of its students into Touro's Program.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. PURPOSE AND OVERVIEW

The purpose of this formal Articulation Agreement is to outline procedures for the transfer of students between Suffolk County Community College and Touro College. Upon successful completion of the requirements outlined in Section 2, SCCC Program students will be eligible for admission into Touro's Program after satisfying all Touro College admissions requirements. Students admitted via this Agreement will be considered jointly enrolled and have junior-year status upon registering at Touro College and if applicable, will only apply for student aid at Touro. Once admitted to Touro College, students will follow a defined curriculum for, generally speaking, 2 years of full-time study to earn a Bachelor Degree upon successful completion of Touro's requirements.

II. TERM AND TERMINATION

1. **Term.** The term will commence on the date it is fully executed by both parties ("Effective Date") and shall be in effect for a period of one year, unless sooner terminated as provided herein. The term shall be renewable for an additional one year term, and subsequent one year terms, upon written notice by SCCC to Touro within sixty (60) prior to the expiration of this Agreement. Touro reserves the right to reject the renewal request of SCCC.
2. **Termination for Cause.** In the event a party determines that a material breach has occurred, it shall give the other party written notice of such asserted breach, and the party receiving such notice shall have fifteen (15) days to remedy such breach to the satisfaction of the other party. In the event that the breach is not cured within the stated timeframe, the non-breaching party may terminate this Agreement.
3. **Termination without Cause.** Either party may terminate this Agreement, without cause, upon six months' written notice delivered to the other party.
4. **Effect of Termination.** In the event of the expiration or termination of this Agreement under this Section, SCCC and Touro College will cooperate in securing the orderly continuation of the programs provided hereunder for students already accepted or matriculating in the program.

III. ADMISSION REQUIREMENTS

Qualified SCCC AA/AS graduates desirous of obtaining a Touro Bachelor degree must meet the following requirements and qualifications for admission to Touro College.

1. Students must successfully complete all of the requirements for graduation from one of the following SCCC programs:
 - a. AS Liberal Arts and Sciences: Science Emphasis--Biology Option
 - b. AA Liberal Art and Sciences: Adolescence Education--Biology Option
 - c. AA Liberal Arts and Sciences: Social Sciences Emphasis--Psychology Option
2. Students must demonstrate upon graduation a cumulative GPA of 2.3 or above

Touro's admissions' process will be implemented on a streamlined basis. Candidates who seek to enroll in the Touro Program shall meet all admission requirements of Touro College. No student will be allowed to register until the candidate has been reviewed and accepted by Touro in its sole discretion. Acceptance of and matriculation in Touro College is not a guarantee of completion.

IV. TRANSFER OF CREDITS

SCCC Program graduates are eligible to transfer up to 70 credits towards the Touro Program (see below). Students must earn a grade of C or better in courses they wish to receive transfer credit for. Touro, in its sole discretion, will evaluate educational experiences outside of the SCCC program on an individual basis. The attached appendices describe the nature and extent of value and assigned credits that student will receive for their SCCC courses at Touro.

V. PROGRAM PROMOTION AND RECRUITMENT

Responsibility for the promotion of and recruitment for this program will be undertaken by appropriate personnel at both institutions to the extent that each institution considers reasonable and possible.

Specifically, SCCC will:

1. Be responsible for marketing, including the dissemination of promotional materials, brochures and marketing collateral related to this Agreement and provided by Touro College.
2. Promote Touro College in any publications and/or websites that discuss transfer options and Agreements, and SCCC's website(s) will have a link to Touro College.
3. Provide a meeting space and process for a Touro College transfer counselor to interact with currently enrolled SCCC program students.
4. Provide information concerning the Touro Program to interested and qualified students and shall not misrepresent any facet of Touro's program, its fees, costs, requirements, policies or procedures. Touro is not responsible for misinformation or errors made by SCCC or its representatives regarding Touro and its Programs.
5. Assist and advise its students in the matriculation process.

Specifically, Touro College will:

1. Host an orientation/registration program for incoming SCCC students, at a mutually agreeable location.
2. Make available an admissions counselor to advise incoming SCCC students.

VI. REPORTING REQUIREMENTS

1. Once each semester, SCCC shall furnish Touro College with a written report summarizing the activities of students enrolled in the SCCC programs listed in Section III. Similarly and for the purpose of determining the success of the program, Touro College will provide SCCC after SCCC renders FERPA waivers, with aggregate data of completed coursework, information concerning retention and graduation rates, cumulative and major GPAs, and available post-graduation data for former SCCC students enrolled at Touro under this articulation Agreement.
2. SCCC and Touro will notify each other of any conflicts of interest or potential conflicts which may have an effect on this Agreement of which either Party becomes aware.
3. SCCC and Touro shall make available to one another, in writing, in a timely fashion, and when possible in advance, any changes in their respective programs and/or curriculum.

VII. TUITION AND FEES/WITHDRAWAL

All matters respecting registration, collection of tuition and fees, withdrawal from courses, and the packaging and award of student financial assistance, if any, shall be solely under the exclusive control, management and administration of the program in which a student is then enrolled. Touro and SCCC expressly agree that they shall not have any role or responsibility respecting such matters as they pertain to the other institution. Tuition and fees are subject to change at the respective institution's discretion. The Touro College Board of Trustees reserves the right to change the tuition and fees schedule without prior written notice. SCCC students will not be processed for aid at SCCC while matriculating at Touro College.

VIII. INDEPENDENT CONTRACTOR

The relationship of the parties to this Agreement shall be those of independent contractors. Both parties, and all their respective officers, directors, and employees: i) shall **not** be deemed to be the employee of the other party; and ii) shall **not** hold themselves out as the employee of the other party or an individual with the authority to commit the other party to any obligation.

IX. CONFIDENTIALITY

The parties agree that, during the term of this Agreement and thereafter, they (a) will not use or permit the use of Confidential Information (as defined below) in any manner or for any purpose not expressly set forth in this Agreement; (b) will not disclose, lecture upon, publish, or permit others to disclose, lecture upon, or publish any such Confidential Information to any third party; and (c) will limit access to Confidential Information to either Touro or SCCC personnel who need to know such information in connection with their work for Touro or SCCC. "Confidential Information" means the Touro College Background Information and Technology and all other information related to SCCC's and Touro's business, their students, FERPA, and its actual or anticipated research and development, including without limitation (i) academic information, including "student records" as defined in the Family Educational Rights and Privacy Act ("FERPA"), financial information, trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of SCCC or Touro College's employees, contractors, and any other service providers of SCCC or

Touro College; and (iv) the existence of any business discussions, negotiations, or agreements between SCCC or Touro College and any third party. Notwithstanding the foregoing, it is understood that SCCC and Touro is free to use information: (i) acquired prior to the date of this agreement, (ii) which is generally known in the trade or industry, information which is not gained as a result of a breach of this Agreement, or (iii) SCCC's or Touro's own skill, knowledge, know-how, and experience.

X. COMPLIANCE WITH REGULATORY REQUIREMENTS

The parties agree that the performance of this Agreement shall be governed by and subject to the applicable laws and regulations of the United States Department of Education and the New York State Department of Education, and by the standards and requirements of the Middle States Commission on Higher Education ("MSCHE"). In the event any part of this Agreement is determined by either party to be contrary to applicable law or regulation, or the standards and requirements of MSCHE, the parties shall in good faith seek to reform such term in keeping with the overall intent of this Agreement. If such reformation shall not be feasible, this Agreement shall terminate in accordance with Section II, above.

XI. ENTIRE AGREEMENT

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Contractor and Touro College.

XII. CHOICE OF LAW, VENUE, AND ARBITRATION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, not considering its conflicts of law rules or the residency of the parties hereto. THE PARTIES AGREE THAT THIS AGREEMENT IS VALID AND SHALL BE ENFORCED AS WRITTEN. Both parties to this Agreement shall, in good faith, attempt to resolve any disputes which may arise hereunder amicably, and without resorting to legal redress. Except as otherwise provided below, any dispute not so resolved and arising out of or relating to this Agreement shall be submitted to expedited binding arbitration in New York, New York in accordance with the Commercial Rules of the American Arbitration Association ("AAA") before a single arbitrator. If not mutually agreed upon, the arbitrator shall be selected according to AAA rules from a list, prepared by the AAA, of persons having expertise in the subject matter. The arbitrator shall be vested with determining all matters relating to, arising out of, and surrounding the Agreement, including, but not limited to, the enforceability and scope of this arbitration clause. The parties may exercise reasonable discovery rights and the arbitrator shall be instructed to follow applicable rules of substantive law in deciding the dispute. Unless otherwise allowed pursuant to a specific clause of this Agreement, the costs of such arbitration shall be borne equally by the parties with each party also bearing its own attorneys' fees and any costs associated with presenting its proof. Judgment upon the award may be entered in any court having jurisdiction thereof. This provision is self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

XIII. NO WAIVER

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

XIV. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

TOURO COLLEGE

SCCC

By: 

Dr. Alan Kadish
President, Touro College

By: 

Dr. Shaun L. McKay
President, Suffolk County Community College

Appendix A: Course equivalents for the degree program in Liberal Arts and Sciences: Biology

SCCC	Touro	Credits
BIO150 Modern Bio 1	BIO101 Principles of Biology I	4
BIO152 Modern Bio 2	BIO102 Principles of Biology II	4
Choice of one of the following: BIO262 Genetics BIO272 Microbiology	Credit for one of the following: BIO211 Genetics BIO228 Microbiology	4
CHE133 College Chemistry 1	CPC101 Principles of Inorganic Chemistry I	4
CHE134 College Chemistry 2	CPC102 Principles of Inorganic Chemistry II	4
ENG101 Standard Freshman Composition	LLE101 English Composition I	3
ENG102 Survey of Modern Literature	LLE220 English Literature I	3
COL101 Freshman Seminar	N/A	
9 credits humanities electives	9 credits general electives	9
14-18 liberal arts and sciences electives, including one of the following: CHE250 Organic Chemistry 1 and CHE251 Organic Chemistry 2 or PHY130 & 132 Physics I with Lab and PHY230 & 232 Physics II with Lab	14-18 liberal arts and sciences electives, including one of the following: CPC201 Principles of Organic Chemistry I and CPC202 Principles of Organic Chemistry II or CPP101 Physics I and CPP102 Physics II	14-18
MAT141 Calculus with Analytic Geometry I and MAT142 Calculus with Analytic Geometry 2	8 credits of general electives, including 3 credits of mathematics at College Math or above	8
2 physical education credits	N/A	
9 credits social sciences, including one of the following: HIS101 Western Civilization I HIS102 Western Civilization II HIS107 Modern World History	9 credits of general electives, including 3 credits of modern, world, or western history	9
	<i>Subtotal SCCC</i>	66-70

Remaining Touro Degree Requirements

3 credits of oral communication or public speaking	3
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3 credits of modern, world, or western history	3
LLE102 English Composition II	3
3 credits of literature	3
3 credits of computer science	3
14 credits of biology electives	14
BIO493 Research Topics in Biology	3
General electives	18-22
<i>Subtotal Touro</i>	<i>50-54</i>
Total	120 credits

**Appendix B: Course equivalents for the degree program in Liberal Arts and Sciences:
Adolescence Education--Biology Emphasis**

SCCC	Touro	Credits
BIO150 Modern Bio 1	BIO101 Principles of Biology I	4
BIO152 Modern Bio 2	BIO102 Principles of Biology II	4
CHE133 College Chemistry 1	CPC101 Principles of Inorganic Chemistry I	4
CHE134 College Chemistry 2	CPC102 Principles of Inorganic Chemistry II	4
COL101 Freshman Seminar	N/A	
ENG101 Standard Freshman Composition	LLE101 English Composition I	3
ENG102 Survey of Modern Literature	LLE220 English Literature I	3
MAT141 Calculus with Analytic Geometry I and MAT142 Calculus with Analytic Geometry 2	8 credits of general electives, including 3 credits of mathematics at College Math or above	8
2 physical education credits	N/A	
CHE250 Organic Chemistry 1 and CHE251 Organic Chemistry 2	CPC201 Principles of Organic Chemistry I CPC202 Principles of Organic Chemistry II +2 credit general electives	10
One of the following: COM 101 Introduction to Human Communication 1 or COM105 Public Speaking	3 credits oral communication or public speaking	3
One of the following: HIS101 Western Civilization I HIS102 Western Civilization II	3 credits of modern, world, or western history	3
3 credits non-western social science electives	3 credits general electives	3
3 credits visual arts electives	3 credits general electives	3
BIO262 Genetics	BIO211 Genetics	4
EDU201 Introduction to Education	3 credits general electives	3
One of the following: HIS103 Foundations of American History or HIS104 Modern American History	3 credits general electives	3
	<i>Subtotal SCCC</i>	62

Remaining Touro Degree Requirements

3 credits of modern, world, or western history	3
LLE102 English Composition II	3
3 credits of literature	3
3 credits of computer science	3
14 credits of biology electives	14
BIO493 Research Topics in Biology	3
29 credits general electives	29
<i>Subtotal Touro</i>	<i>58</i>
Total	120 credits

Appendix C: Course equivalents for the degree program in Liberal Arts and Sciences: Psychology

SCCC	TC	Credits
COL101 Freshman Seminar	N/A	
ENG101 Standard Freshman Composition and	LLE101 English Composition 1	3
ENG102 Survey of Modern Literature	3 credits literature	3
6 credits English electives	6 credits general electives (or composition and literature credits, depending on choice)	6
6 credits of foreign language	6 credits general electives	6
HIS101 Western Civilization 1 and HIS102 Western Civilization 2 or IND101 Civilization: The Human Experience 1 and IND102 Civilization: The Human Experience 2	6 credits of modern, world, or western history	6
10-12 credits science and mathematics electives, including: BIO101 Principles of Biology and MAT121 Finite Mathematics	10-12 credits general electives, including: BIO101 Principles of Biology and 3 credits of mathematics at College Math or above	10-12
MAT103 Statistics 1	MAT216 Statistics for Social Science Majors	3
2 credits physical education	N/A	
One of the following: COM 101 Introduction to Human Communication 1 or COM102 Interpersonal Communication or COM105 Public Speaking	3 credits oral communication or public speaking	3
CST101 Introduction to computing	3 credits computer science	3
PSY101 Introduction to Psychology	PSY101 Introduction to Psychology	3
PSY210 Lifespan development	PSY201 Developmental Psychology	3
PSY215 Abnormal Psychology	PSY335 Abnormal Psychology	3
9 credits psychology electives	9 credits psychology requirements/electives	9

	<i>Subtotal SCCC</i>	61-63
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Remaining Touro Degree Requirements

PSY301 Experimental Psychology	3
PSY301.6 Experimental Psychology Lab	1
PSY351 Biological Psychology	3
3 credits psychology electives	3
PSY493 Advanced Topics in Psychology	3
44-46 credits general electives	44-46
<i>Subtotal Touro</i>	<i>57-59</i>
Total Credits	120