

**ARTICULATION AGREEMENT BETWEEN TOURO COLLEGE AND
NASSAU COMMUNITY COLLEGE**

This Agreement is dated as of 7/8/14, 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 **Nassau Community College**, a constituent member of the State University of New York system, located at 1 Education Dr, Garden City, NY 11530, (hereinafter "NCC").

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

WHEREAS, NCC offers its students an Associate Degree program in Biology (hereinafter "NCC Program");

WHEREAS, NCC 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 Nassau Community College and Touro College. Upon successful completion of the requirements outlined in Section II, NCC 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 terms upon written agreement signed by both parties thereto prior to the expiration of the Agreement then in effect.
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 without sustaining any liability.

Termination without Cause. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice delivered to the other party.

3. **Effect of Termination.** In the event of the expiration or termination of this Agreement under this Section, NCC 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 NCC 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 the AS Biology program at NCC
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

NCC Program graduates are eligible to transfer up to 66 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 NCC program on an individual basis. The attached appendices describe the nature and extent of value and assigned credits that student will receive for their NCC 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, NCC 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 NCC'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 NCC 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 NCC 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 NCC students, at a mutually agreeable time and location.
2. Make available an admissions counselor to advise incoming NCC students.

VI. REPORTING REQUIREMENTS

1. Once each semester, NCC shall furnish Touro College with a written report summarizing the activities of students enrolled in the NCC programs listed in Section III. Similarly and for the purpose of determining the success of the program, Touro College will provide NCC after NCC 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 NCC students enrolled at Touro under this articulation Agreement.
2. NCC 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. NCC 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 NCC 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. NCC students will not be processed for aid at NCC 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 NCC personnel who need to know such information in connection with their work for Touro or NCC. "Confidential Information" means the Touro College Background Information and Technology and all other information related to NCC'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 NCC or Touro College's employees, contractors, and any other service providers of NCC or Touro College; and (iv) the existence of any business discussions, negotiations, or agreements between NCC or Touro College and any third party. Notwithstanding the foregoing, it is understood that NCC 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) NCC'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

By: 

Dr. Alan Kadish
President, Touro College

NASSAU COMMUNITY COLLEGE

By: 

Dr. Kenneth K. Saunders
Acting President, Nassau Community College

Appendix: Course equivalents for the degree program in Biology

NCC Requirements	NCC Credits	Touro Requirements	Touro Credits
BIO 109 Principles of Biology I	4	BIO 101 Principles Biology I	4
CHE 151 Inorganic Chemistry I	4	CPC 101 Inorganic Chemistry I	4
ENG 101 Composition I	3	LLE 101 English Composition I	3
MAT elective [College Math level or higher]	4	3 credits of mathematics at College Math level or above +1 credit liberal arts electives	4
Social science elective [modern, western or world history course recommended]	3	6 credits surveying modern, western or world history	3
BIO 110 Principles of Biology II	4	BIO 102 Principles Biology II	4
CHE 152 Inorganic Chemistry II	4	CPC 102 Inorganic Chemistry II	4
ENG 102 Composition II	3	LLE 102 English Composition II	3
MAT elective	4	4 credits liberal arts electives	4
Social science elective [modern, western or world history course recommended]	3	6 credits surveying modern, western or world history	3
BIO [200-level] elective	3 - 4	3 - 4 credits Biology electives	3 - 4
CHE 201 Organic Chemistry I	5	CPC 201 Organic Chemistry I +1 credit liberal arts electives	5
Elective [The Arts Preferred]	3	3 credits liberal arts electives	3
Humanities elective [Fine/Perf Arts]	3	3 credits liberal arts electives	3
PED Activity	1	N/A	0
BIO [200-level] elective	3 - 4	3 - 4 credits Biology electives	3 - 4
CHE 202 Organic Chemistry II	5	CPC 202 Organic Chemistry II +1 credit liberal arts electives	5
Elective [Communication or Lit]	3	6 credits of literature or 3 credits in public speaking or oral communication	3
Humanities Elective [Foreign Lang]	3	3 credits liberal arts electives	3
PED Activity	1	N/A	0
		NCC transfer credits	64 - 66
		Touro credits needed for B.S. degree in Biology	55 - 56 (minimum 25 in Biology)