

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

This Agreement is dated as of August 13, 2015 and is entered into between **Touro College School of Health Sciences**, 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) days 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 Science: Science Emphasis--Biology Option
    - b. AA Liberal Arts and Science: Adolescence Education--Biology Option
    - c. AA Liberal Arts and Science: 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 for which they wish to receive transfer credit. 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 contact information 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**

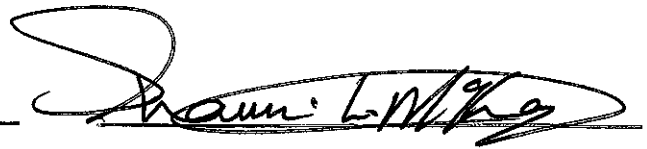
If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

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

TOURO COLLEGE

SCCC

By: 



~~By:~~

Dr. Alan Kadish  
President, Touro College

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

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

<b>SCCC</b>		<b>Touro</b>	
BIO150 Modern Bio 1	4	BIO101 Principles of Biology I	4
BIO152 Modern Bio 2	4	BIO102 Principles of Biology II	4
Intermediate Biology Electives: BIO210 Field Biology and Ecology BIO262 Genetics BIO270 Embryology BIO272 Microbiology BIO274 Introduction to Plant Biology and Plant Diversity	4	4 credits Biology electives	4
BIO254 College Biology III: Organisms and Ecosystems	4	4 credits Biology electives	4
CHE133 College Chemistry 1	4	CPC101 Principles of Inorganic Chemistry I	4
CHE134 College Chemistry 2	4	CPC102 Principles of Inorganic Chemistry II	4
ENG101 Standard Freshman Composition	3	LLE101 English Composition I	3
ENG102 Introduction to Literature	3	LLE102 English Composition II	3
PHY130/132 Physics I with Lab and PHY230/232 Physics II with Lab or PHY101 College Physics I and PHY102 College Physics II or CHE250 Organic Chemistry 1 and CHE251 Organic Chemistry 2	8-10	CPP101 Physics I and CPP102 Physics II or 8 credits liberal arts and sciences electives or CPC201 & 202 Principles of Organic Chemistry I and II	8-10
MAT141 Calculus with Analytic Geometry I and MAT142 Calculus with Analytic Geometry 2	8	MAT121 Calculus 1 and MAT122 Calculus 2	8
LIB101 Introduction to College Research	1	N/A	0
2 credits physical education	2	N/A	0
GEO101 World Regional Geography	3	Liberal arts and sciences electives	3
COM101 Introduction to Human Communication	3	3 credits public speaking or oral communication	3
ANT103 Physical Anthropology	3	Liberal arts and sciences electives	3
Foreign language (humanities elective)	3	Liberal arts and sciences electives	3
History Elective	3	3 credits history or (if American history) 3 credits liberal arts and sciences electives	3

**Subtotal SCCC 64-66**

**Subtotal Touro 61-63**

**Remaining Touro Degree Requirements**

<b>3-6 credits of modern, world, or western history</b>	<b>3-6</b>
<b>6 credits of literature</b>	<b>6</b>
<b>3 credits of computer science</b>	<b>3</b>
<b>Biology electives</b>	<b>20</b>
<b>BIO493 Research Topics in Biology</b>	<b>3</b>
<b>General electives</b>	<b>21-24</b>
<b>Subtotal Touro</b>	<b>59</b>
<b>Total</b>	<b>120-122 credits</b>

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

<b>SCCC</b>	<b>Credits</b>	<b>Touro</b>	<b>Credits</b>
BIO150 Modern Bio 1	4	BIO101 Principles of Biology I	4
BIO152 Modern Bio 2	4	BIO102 Principles of Biology II	4
CHE133 College Chemistry 1	4	CPC101 Principles of Inorganic Chemistry I	4
CHE134 College Chemistry 2	4	CPC102 Principles of Inorganic Chemistry II	4
COL101 Freshman Seminar	1	N/A	0
Foreign language	6	Liberal arts and sciences electives	6
ENG101 Standard Freshman Composition	3	LLE101 English Composition I	3
ENG102 Introduction to Literature	3	LLE102 English Composition II	3
MAT141 Calculus I and MAT142 Calculus II	8	MAT121 Calculus 1 and MAT122 Calculus 2	8
1 physical education credit	1	N/A	0
CHE250 Organic Chemistry I and CHE251 Organic Chemistry II	10	CPC201 Principles of Organic Chemistry I CPC202 Principles of Organic Chemistry II +2 credits Biology electives	10
PSY101 Introduction to Psychology	3	PSY101 Introduction to Psychology	3
PSY217 Adolescent Psychology	3	Liberal arts and sciences electives	3
BIO262 Genetics	4	BIO211 Genetics	4
EDU201 Introduction to Education	3	General electives	3
HIS103 Foundations of American History or HIS104 Modern American History	3	Liberal arts and sciences electives	3
<i>Subtotal SCCC</i>	<b>64</b>	<i>Subtotal Touro</i>	<b>62</b>



### Remaining Touro Degree Requirements

<b>6 credits of modern, world, or western history</b>	<b>6</b>
<b>6 credits of literature</b>	<b>6</b>
<b>3 credits of computer science</b>	<b>3</b>
<b>Biology electives</b>	<b>20</b>
<b>BIO493 Research Topics in Biology</b>	<b>3</b>
<b>General electives</b>	<b>20</b>
<b><i>Subtotal Touro</i></b>	<b>58</b>
<b>Total</b>	<b>120 credits</b>

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

<b>SCCC</b>	<b>Credits</b>	<b>TC</b>	<b>Credits</b>
LIB101 Research Essentials or COL101 Freshman Seminar	1	N/A	0
ENG101 Standard Freshman Composition and	3	LLE101 English Composition I	3
ENG102 Survey of Modern Literature	3	LLE102 English Composition II	3
6 credits of foreign language	6	Liberal arts and sciences electives	6
HIS101 Western Civilization 1 or HIS102 Western Civilization 2	3	3 credits of modern, world, or western history	3
MAT103 Statistics	3	MAT261 Statistics	3
Laboratory Science or mathematics electives	10-12	Liberal arts and sciences electives or (if equivalent) 3 credits of mathematics at College Math or above	10-12
POL105 American National Politics	3	Liberal arts and sciences electives	3
PSY101 Introduction to Psychology	3	PSY101 Introduction to Psychology	3
PSY203 Child psychology or PSY210 Lifespan development or PSY217 Adolescent Psychology	3	PSY201 Developmental Psychology (if PSY203) or 3 credits Psychology electives	3
2 credits physical education	2	N/A	0
One of the following: COM 101 Introduction to Human Communication or COM102 Interpersonal Communication or COM105 Public Speaking	3	3 credits oral communication or public speaking	3
HIS103 Foundations of American History or HIS104 Modern American History	3	Liberal arts and sciences electives	3
Humanities electives	3	Liberal arts and sciences electives	3
Social science electives	6	Psychology or liberal arts and sciences electives	6
PSY215 Abnormal Psychology	3	PSY335 Abnormal Psychology	3
PSY216 Social Psychology	3	PSY102 Social Psychology	3
<i>Subtotal SCCC</i>	<i>61-63</i>	<i>Subtotal Touro</i>	<i>58-60</i>



Remaining Touro Degree Requirements

3 credits of modern, world, or western history	3
6 credits literature	6
3 credits computer science	3
PSY201 Developmental Psychology or 3 credits psychology electives	3
PSY301 Experimental Psychology with lab	4
PSY351 Biological Psychology	3
PSY493 Advanced Topics in Psychology	3
Psychology electives	4
General and psychology electives	31-33
<i>Subtotal Touro</i>	<i>60-62</i>
<b>Total Credits</b>	<b>121-125 credits</b>