



TRANSFER AGREEMENT

Between

LE MOYNE COLLEGE

Syracuse, NY

And

SUNY DUTCHESS COMMUNITY COLLEGE

Poughkeepsie, NY

This Transfer Agreement is made effective as of the 1st day of May 2019

by and between

Le Moyne College and Dutchess Community College.

1. GENERAL STATEMENT OF PURPOSE:

This agreement establishes a formal student transfer arrangement between Dutchess Community College and Le Moyne College. This agreement provides Dutchess Community College students with a plan of study that will maximize the transfer of credits toward the upper-division Bachelor of Arts and Science Degrees at Le Moyne College.

2. OBJECTIVES:

- To attract qualified students to academic programs at Dutchess Community College and Le Moyne College.
- To identify and develop 2 + 2 paths between Dutchess Community College and Le Moyne College that encourage students to pursue a BA or BS degree in specific majors at Le Moyne College upon graduation from specific associate degree programs at Dutchess Community College.
- To facilitate the transfer process for students from Dutchess Community College to Le Moyne College.
- To provide guidelines for enhanced student advisement and planning at Dutchess Community College and Le Moyne College.
- To promote an efficient, seamless transition for qualified transfer students from Dutchess Community College into academic majors at Le Moyne College.
- To encourage students admitted to Le Moyne College from Dutchess Community College, who have transferred from Dutchess Community College without a degree, to complete the previous degree program at Dutchess Community College through reverse transfer of course work taken at Le Moyne College back to Dutchess Community College.

3. SPECIFIC RESPONSIBILITIES/AUTHORITY:

- A.** The Director of Secondary and Post-Secondary Partnerships at Dutchess Community College and the Director of Transfer Admissions at Le Moyne College will be designated as contact persons to coordinate the activities of this transfer arrangement. Their respective contact information is as follows:

Le Moyne Contact: Cathleen Anderson, Director of Transfer Admission, Le Moyne College, 1419 Salt Springs Road, Syracuse, NY 13214, (315) 445-4693, AndersCR@LeMoyne.edu.

Dutchess Community College Contact: Roza Makhmudova, Director of Secondary and Post-Secondary Partnerships, Dutchess Community College, 53 Pendell Road, Poughkeepsie, NY 12601, (845) 431-8987, roza.makhmudova@sunydutchess.edu.

These designated representatives shall meet, as needed, to discuss the relationship and responsibilities established by this agreement. Both agree to act as agents responsible for implementing this agreement; identifying and recommending any changes for subsequent agreements to the academic administration at both institutions; communicating changes to prospective faculty members, advisors, counselors, and others to whom the information is pertinent; arranging special orientation/advisement sessions and/or individual student appointments for interested students; reviewing, updating and maintaining advising guides for students; and, for conducting a periodic review of this agreement.

- B.** Le Moyne College retains full authority and sole discretion over the course of study, the credential requirements, course scheduling and degree requirements for the academic programs offered by the College. Le Moyne College further reserves the right to make changes to its academic programs, as needed, including but not limited to courses, programs, and/or credential requirements.

Dutchess Community College retains full authority and sole discretion over the course of study, the credential requirements, course scheduling and degree requirements for the academic programs offered by the College. Dutchess Community College further reserves the right to make changes to its academic programs, as needed, including but not limited to courses, programs, and/or credential requirements.

- C.** Both parties shall publicize this agreement and information regarding the agreement in their respective materials (e.g., promotional publications, student catalogs, photographs, website, etc.) (as appropriate) and brief students (as appropriate).
- D.** Each party acknowledges and agrees that it has no authority to make, and shall refrain from making, any representations, warranties and/or assurances on behalf of the other party to prospective students or to their families/legal guardians, on matters including, but not limited to, guaranties as to: degree completion; practical training during the academic year; employment prospects following successful completion of specific academic programs; issuance of any applicable state teaching certification or license; etc. Any and all descriptions of either institution and/or its academic programs provided by the other party to any third party (including, without limitation, to prospective students or their families/legal guardians) shall be accurate and complete in all material respects.
- E.** Neither party shall use the other party's name or trademark without obtaining advance written approval from the other party except as identified in item C above.
- F.** Le Moyne College shall retain sole discretion to: establish eligibility criteria for overall admission to the College, as well as admission into its academic programs; review submitted application materials; and communicate directly with applicants regarding acceptance decisions for its academic programs. A summary of additional information regarding Le Moyne College's

admission's process and requirements for students choosing specific 2 + 2 paths or alternate paths between Dutchess Community College's associate degree programs and Le Moyne College's bachelor's degree programs is set forth below.

- G. Both parties will identify 2 + 2 paths between specific Dutchess Community College associate degree programs and Le Moyne College bachelor's degree programs and develop advising guides to clearly communicate degree requirements to students.
- H. Dutchess Community College will be responsible for identifying students interested in pursuing a 2 + 2 associate/baccalaureate degree path from Dutchess Community College to Le Moyne College. Dutchess Community College will promote identified 2 + 2 associate/baccalaureate degree paths between the two institutions, offer prospective students the opportunity to express their interest in a specific path at relevant transfer fairs or other events whereby students may submit an "Intent to Enroll" form to Le Moyne College's Director of Transfer Admissions. Advising guides describing the associate/bachelor degree paths in which students express interest will also be available and provided on request. Advising guides will be reviewed annually and appropriate revisions to guide sheets will be made as each institution adds, deletes, or changes course offerings.
- I. Upon receipt of the "Intent to Enroll" form, Le Moyne College will generate a recognition letter and/or email to confirm participation in the agreement, and outline future next steps. Following the recognition letter, and continuing until the associate degree is obtained, a communication flow of letters/emails will be sent to participants, from Le Moyne College, alerting of events, advising opportunities, next steps, etc.
- J. Le Moyne College will inform applicants to Le Moyne, who have not been accepted for freshman admission, of the opportunity to transfer from Dutchess Community College via 2 + 2 associate/baccalaureate degree paths that are articulated between the two institutions and provide advising guides describing the degree paths in which applicants express interest.
- K. When appropriate, staff members from Le Moyne College will offer special orientation/advisement sessions and/or individual appointments at Dutchess Community College. When needed, Le Moyne College agrees to meet with faculty and staff at Dutchess Community College who will be involved in consulting with and advising students interested in academic programs at Le Moyne College.
- L. At the time of application to Le Moyne College, students are evaluated for merit scholarships. In addition, to apply for all aid available through Le Moyne, incoming students must file the Free Application for Federal Student Aid (FAFSA). After submitting the FAFSA and a review by the Financial Aid Office, students will receive notification of their respective financial aid awards.
- M. **Reverse Transfer.** When possible, Le Moyne College will encourage students, who have transferred from Dutchess Community College without a degree, to attempt to complete the previous degree program. **Reverse transfer** allows students to transfer the credits they have earned at Le Moyne College back to Dutchess Community College, by which credits, in combination with the credit earned at Dutchess Community College, are evaluated to determine if courses completed satisfy the degree requirements for awarding an associate's degree.

4. LE MOYNE COLLEGE ADMISSION REQUIREMENTS: While admission to Le Moyne College is competitive, students satisfying the following requirements will generally be accepted for admission:

1. Completion of an Associate Degree program at Dutchess Community College that supports direct entrance into a specific Bachelor's Degree program at Le Moyne College.
2. Completion of the course work at Dutchess Community College with a cumulative grade point average (GPA) as required by the Le Moyne College degree program and/or required pre-requisite coursework.
3. Proficiency in English, mathematics and the intended area of study must be demonstrated in the academic record.
4. Candidates for transfer admission must file an application for admission during the semester prior to transfer. A completed application package includes:
 - Completed transfer application and appropriate fee.
 - Official college transcript(s).
 - Completed recommendation form from an academic advisor, faculty member, Dean or transfer counselor at Dutchess Community College.

In the case where a student's completed Dutchess Community College associate degree program is not directly identified as a 2 + 2 path with the Le Moyne College baccalaureate degree program to which the student has applied, or in the case when a student changes from his/her originally intended major, Dutchess Community College students shall follow normal procedures for transfer admission. Students will be subject to the same requirements for these programs as other students applying, including those having completed lower-division work at Le Moyne College.

Students who do not meet the College's admission requirements may speak with a transfer counselor at Le Moyne College about admission and will be evaluated and advised individually.

5. INSTITUTIONAL REPRESENTATIVES: The following persons will provide general oversight and serve as points of contact for academic administration at Dutchess Community College and Le Moyne College and will generally communicate by email and phone:

Le Moyne College Primary Point of Contact:

Mary Collins, Ph.D.
Associate Provost
Le Moyne College
1419 Salt Springs Road; Syracuse, New York 13214
Phone (315) 445-4791
collinsm@lemoyne.edu

Dutchess Community College Point of Contact:

Susan Rogers, Ph.D.
Associate Dean of Academic Affairs
Dutchess Community College
53 Pendell Road; Poughkeepsie, NY 12601,
Phone (845) 431-8952
susan.rogers1@sunydutchess.edu

6. RESOURCES:

A. Funding

No funding will change hands as part of this Transfer Agreement.

B. Other Support

Occasional events at Dutchess Community College may require the use of Dutchess Community College meeting space, conference rooms and projection equipment.

7. EFFECTIVE DATE AND TERMINATION: This Transfer Agreement will have a duration of **five years** from the effective date. Upon expiration of the five years, the Transfer Agreement will be subject to renewal upon written consent of both parties. Additions and changes to this Agreement may be made at any time with the written agreement of both Le Moyne College and Dutchess Community College. Either party may withdraw from this Agreement upon 90-days written notice to the other institution. Termination must be from the approving officials of each institution.

8. MISCELLANEOUS:

A. Independent Contractors: Dutchess Community College and Le Moyne College shall be independent contractors and not partners, joint venturers, principal and agent, or any other similar relationship. Neither institution shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission.

B. Confidentiality: The institutions may exchange information that could be confidential and not (a) generally known to the public, (b) already known, through legal means, to the party receiving the information, or (c) legally obtained from a third party. Each institution agrees to use the other's confidential information solely for the purpose contemplated by this Agreement and not to disclose such confidential information to any person or entity other than as necessary for such purposes.

C. FERPA: In course of dealings between the parties, and in accordance with the Gramm-Leach Bliley Act (and the Federal Trade Commission's implementing regulations) and the Family Education Rights and Privacy Act of 1974, each party represents, warrants and covenants that it is capable of maintaining appropriate safeguards for non-public personal financial information, student education records, and other protected information ("Protected Information") relating to students to which all parties involved in this Agreement will be provided access to by University. Protected Information shall be held in confidence and may not only be used/accessed for the purposes set out in this Agreement. Each party will protect such Protected Information in accordance with generally accepted commercial standards and no less rigorously than it protects its own confidential information.

D. Indemnity: Each institution shall defend with competent counsel, indemnify and hold harmless the other institution and the other institution's trustees, officers, directors, employees, agents and representatives from and against all claims, demands, actions, suits and proceedings (whether civil, criminal or administrative), and all liability, loss, expense (including reasonable attorneys' fees), costs or damages, which are proximately caused by (i) such institution's breach of its obligations under this Agreement, or (ii) the intentional or negligent act or omission of such institution or any of its trustees, officers, directors, employees, agents, representatives or contractors.

E. Non-Discrimination: Le Moyne College and Dutchess Community College both have policies of non-discrimination. In addition to these policies, Le Moyne College and Dutchess Community College comply with all Federal, State and Local regulations in terms of non-discrimination.

F. Execution: This Transfer Agreement sets forth the entire agreement between the parties regarding the subject matter herein. The Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The Parties agree to accept electronic, .pdf and facsimile signatures as original signatures. No waiver shall be effective unless in writing, signed by the waiving party. This Agreement may only be amended by written instrument signed by both institutions.

APPROVAL: All parties identified below agree to the provisions and terms of this Transfer Agreement.

APPROVED:

Dutchess Community College

Name: Ellen Gambino, Ed.D.
Title: Provost and Vice President of Academic Affairs and Student Services

Signature: _____electronically signed on 7.22.19_____

Date: _____

Le Moyne College

Name: Mary K. Collins, Ph.D., CPA
Title: Acting Provost and Vice President for Academic Affairs

Signature: _____electronically signed on 8.5.19_____

Date: _____