



DUAL ADMISSION AGREEMENT

Dominican College

470 Western Hwy
Orangeburg, NY 10962

and

Rockland Community College - SUNY

145 College Road
Suffern, NY 10910

Dual Admission Agreement

Dominican College, Orangeburg, New York And Rockland Community College, Suffern, New York

Effective April 2021

Dominican College, a New York State not-for-profit education corporation (Dominican) and Rockland Community College ("RCC" or the "College") hereby enter into the following agreement governing the matriculation of College students in Dominican's Baccalaureate Programs.

WHEREAS, the College and Dominican wish to collaborate to ensure degree completion and to facilitate the transfer process through joint advising and recruitment,

NOW, THEREFORE, in consideration of the foregoing premises, and of other good and valuable consideration, the exchange, receipt, and adequacy of which are hereby acknowledged, the College and Dominican hereby covenant and agree as follows:

Admission and Guaranteed Acceptance:

1. Students of the College who complete the Associate of Arts (A.A.), Associate of Science (A.S.) or Associate of Applied Science (A.A.S.) degree with a minimum Grade Point Average of 2.0 shall be guaranteed acceptance to Dominican. Acceptance to Dominican does not guarantee acceptance to a particular program.
2. Students admitted to Dominican and who elect to matriculate at RCC beforehand must sign an RCC-Dominican Intent to Enroll Form. Such students shall have dual admission to both RCC and Dominican upon completion of the Intent to Enroll Form.
3. Applicants to Dominican who do not meet its requirements for admission must sign an RCC-Dominican Intent to Enroll Form if they plan to transfer to Dominican after earning an RCC associate degree. Upon completion of the Intent to Enroll form, they shall have dual admission to both RCC and Dominican.
4. In all events matriculated students at RCC who intend to transfer to Dominican must complete an RCC-Dominican Intent to Enroll Form prior to the completion of thirty (30) credits at RCC.

Acceptance of Credits:

1. All courses in the transferring college student's degree major with passing grades of C- or better, shall be applied toward the completion of the articulated bachelor's degree major programs. Some programs may require grades higher than a C- for specific courses. Courses that constitute part of a completed degree with a passing grade below C- may be considered for acceptance if they are not part of the major at Dominican. (Appendices for program articulations will be added at a later date.)

2. A maximum of 70 credits shall be applied toward the completion of the articulated bachelor's degree programs.
3. Credits that do not count for requirements in the major shall be reviewed as elective or other credit toward the degree.

General Education/University-Core Credits:

College students transferring with an A.A., A.S., or A.A.S. degree may have additional general education/core requirements at Dominican and shall be advised accordingly.

Matriculation and Financial Aid:

Matriculation at Dominican may be on a space-available basis with the possibility of deferred enrollment for certain programs provided that students meet any and all specific admission requirements for such programs, including minimum course grade and GPA requirements.

To facilitate the transfer of the College graduates to Dominican, the parties agree to ensure that students shall receive full consideration for financial aid upon matriculation at Dominican, provided they complete the financial aid process and meet required deadlines.

RCC graduates having a GPA of 2.0 or higher shall qualify for a DOMINICAN-RCC Transfer Student Scholarship of \$3,000 to \$12,500 for full-time study in any major at the undergraduate level. This award is renewable annually, provided students continue to meet the terms of the scholarship. Students will also be reviewed for additional need-based aid from Dominican.

Joint Advising:

Each party shall:

1. Advise both prospective and current students regarding all College and Dominican programs that have been identified as pathways for transfer.
2. Monitor the academic performance of RCC students who have completed the RCC-Dominican Intent to Enroll Form, identify problems, and work cooperatively to adjust course sequence so that the students can transfer with no academic disruptions.
3. Arrange transfer meetings to update major course equivalencies between Dominican and College on a regular schedule.
4. Notify each other concerning any contemplated curricular changes that would materially affect the notifying party's performance under this Agreement.

In addition, Dominican advisors shall:

1. Work in consultation with the College to provide transfer guidelines that indicate courses the transferring student should complete at RCC.
2. Review the performance of all RCC students who have completed the Intent to Enroll Form, assess each student's academic preparation in concert with the College, and advise accordingly.

Joint Promotion and Student Outreach:

Each party shall:

1. Publicize this Agreement among respective students and faculty.
2. Both parties agree on joint advertisement upon consultation and an agreed-upon promotion and marketing plan to avoid duplication and to maximize recruitment efforts. Without limiting the generality of the foregoing provision of this section, and notwithstanding any term or condition to the contrary contained in this Agreement, the College shall not: (i) distribute any Dominican-related marketing in any form, including but not limited to translated versions of such materials, without prior review and written approval by Dominican of any such materials; or (ii) distribute any other documents or materials describing Dominican, including but not limited to its programs, facilities, policies, procedures, standards, fees and expenses, unless such materials have been reviewed and approved in advance by Dominican in each instance; or (iii) make any representations relative to Dominican which conflict with the materials provided by and/or approved by Dominican; or (iv) make any promises or representations regarding Dominican relative to matters which are not expressly covered in the materials provided and/or approved by Dominican, without first obtaining Dominican's written consent. Notwithstanding the foregoing, the College shall be entitled to re-use for the Term, solely for the proper purposes of conducting its business as contemplated by this Agreement, marketing materials containing Dominican pre-approved text, designs and Dominican trademarks and related indicia, without seeking specific additional permission and shall have the right to combine elements from various pre-approved materials without seeking additional approval.
3. The College shall allow a Dominican representative to provide information to students at all of College's locations at least once per semester.

Reverse Transfer:

1. This transfer articulation agreement shall be honored in the event students from the College transfer to Dominican prior to graduation from the College and then subsequently complete their Associate degree through the reverse transfer process.
2. In turn, students who initially unsuccessfully applied to Dominican, or admitted students who choose not to attend, are eligible to complete their Associate degree at the College and transfer to Dominican. (See sections 2 and 3 under Admission and Guaranteed Acceptance.)
3. Dominican shall work collaboratively with the College to communicate with students regarding reverse transfer opportunities prior to degree completion, so that the reverse transfer process can be activated.

Both Parties agree:

1. Each institution shall designate a representative who shall coordinate and monitor the Agreement.
2. An appropriate official from each institution shall review this Agreement annually and make changes that are mutually agreed to by the parties as needed. No changes shall become effective unless expressed in writing and signed by representatives from both parties.

3. Neither party is authorized to use or distribute the other institution's logo and/or name for marketing in any form, including, but not limited to translated versions of materials, without prior review and written approval by the other institution.
4. Termination. This Agreement shall automatically renew on the anniversary of the date it becomes fully executed by both parties unless terminated by either party in accordance with the provisions in this paragraph. Either party may terminate the Agreement at any time by written notice at least one year in advance of the renewal date. It is understood that such termination shall not apply to students already accepted to Dominican under the terms of this Agreement, even though not yet enrolled.
5. Compliance with Laws. Each party warrants on its behalf and that of its contractors, employees, and agents that it shall comply with all applicable Federal, New York State, and local laws, ordinances, rules, regulations, and codes.
6. No Employment Relationship Created. It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between Dominican, on the one hand, and the College and/or any of the College's employees, on the other, nor does it create a joint relationship or partnership between the parties hereto. The parties' relationship is solely and exclusively that of independent contractor. Except as specifically permitted in this Agreement, neither party shall use the name or trademarks of the other party or incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.
7. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable, nor shall any credit or other remedy be extended, for such party's failure, in whole or in part, to fulfill its obligations under this Agreement where such failure arises from or in connection with causes reasonably beyond such party's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, or epidemics, pandemics, or other global health emergencies (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the materially adversely affected party (ies) shall be excused from performance hereunder for the duration of the Force Majeure Event.
8. Severability. If a court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect and the parties shall amend this Agreement to give effect to the stricken clause to the maximum extent possible.
9. No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.
10. No Waiver. Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.
11. Governing Law and Jurisdiction. Except as may be preempted by federal law, this Agreement is governed by the laws of the State of New York, without regard to its choice of law principles.

Litigation of all disputes between the parties arising from or in connection with the Agreement shall be conducted in the courts of the State of New York located in Rockland County, New York.

12. Notices. All notices to Dominican in connection with this Agreement shall be sent to:

Brian Fernandes
Vice President for Enrollment Management
Dominican College
470 Western Hwy
Orangeburg, NY 10962

All notices to College in connection with this Agreement shall be sent to:

Dr. Susan Deer
Provost and Executive Vice President
Rockland Community College
145 College Road
Suffern, New York 10910

DOMINICAN COLLEGE

**ROCKLAND COUNTY
COMMUNITY COLLEGE**

By: <u>Mary Eileen O'Brien, O.P., Ph.D.</u>	By: <u>MAB</u>
Name: <u>Mary Eileen O'Brien, O.P., Ph.D.</u>	Name: <u>Michael A. Baston, JD, EdD</u>
Title: <u>President</u>	Title: <u>President</u>
Date: <u>5/11/2021</u>	Date: <u>4/22/2021</u>

By: <u>Thomas O. Nowak</u>	By: <u>Susan Deer</u>
Name: <u>Thomas Nowak, Ph.D.</u>	Name: <u>Susan Deer, PhD</u>
Title: <u>VP for Academic Affairs/ Academic Dean</u>	Title: <u>Provost & Executive VP</u>
Date: <u>5/11/2021</u>	Date: <u>4/22/2021</u>