

**CAMBRIDGE COLLEGE AND
QUINCY COLLEGE
TRANSFER ARTICULATION AGREEMENT**

This Transfer Articulation Agreement (hereinafter the "Agreement") is made this 22nd day of January 2015, by and between Cambridge College located at 1000 Massachusetts Avenue, Cambridge, Massachusetts 02138 and Quincy College located at 1250 Hancock Street, Quincy, Massachusetts 02169.

WHEREAS, Cambridge College is a well recognized, reputable, fully licensed and accredited college with a commitment to excellence, educational access and diversity;

WHEREAS, Quincy College is a well recognized, reputable, fully licensed and accredited public institution of higher education with a commitment to excellence, educational access and diversity;

WHEREAS, Cambridge College and Quincy College seek to establish an educational affiliation of institutions of higher education with complementary educational missions;

WHEREAS, both parties offer high quality, value-added and competitively priced educational programs that are in significant demand;

WHEREAS, the parties are desirous of affiliating with one another for purposes of advancing common interests in the attainment of their respective educational missions and goals, and for the mutual betterment of the students, faculties, employers and communities which they serve;

WHEREAS, Quincy College has selected Cambridge College as a partner of choice;

NOW, THEREFORE, in consideration of the mutual covenants, obligations, terms and conditions set forth herein, and in consideration of the mutual benefits to be derived therefrom, Cambridge College and Quincy College hereby agree to the establishment of an affiliation under which the two institutions act in collaboration on matters of mutual interest, subject to the terms and conditions set forth in this Agreement.

1. ADMISSIONS AND EDUCATIONAL PROGRAMS

Cambridge College shall offer enrollment in its baccalaureate degree programs to all Quincy College students who have completed a Quincy College Associate in Arts degree and who complete the Cambridge College application process.

Quincy College students may transfer into the following Cambridge College baccalaureate degree programs:

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1. Bachelor of Arts in Early Education and Care;
2. Bachelor of Arts in Multidisciplinary Studies;
3. Bachelor of Arts in Psychology;
4. Bachelor of Science in Human Services;
5. Bachelor of Science in Management Studies;
6. Bachelor of Science in Managerial Accounting

2. TRANSFER CREDITS

A maximum of 75 Quincy College credits can be transferred into a Cambridge College baccalaureate degree program, provided, however, that credits above and beyond those included in the students' Associate's degree will be accepted only for work completed with a grade of "C" or better. Quincy College credits taken above and beyond those constituting the Associate's degree must be successfully completed within one (1) year of the completion of the Associate's degree, and are subject to review and BA/BS degree distribution requirements.

3. EFFECTIVE DATE

Implementation of the terms and conditions of this Agreement shall commence as of the date of the execution of this Agreement.

4. FACULTY AND INSTRUCTION

Cambridge College and Quincy College hold individual responsibility for the selection and employment of their respective faculty and staff members.

5. PREPARATORY COURSEWORK AND PROGRAMS

Cambridge College shall work cooperatively with Quincy College to identify those programs at Quincy College that provide the essential foundation for students interested in programs to be offered through this collaboration.

Cambridge College shall identify courses offered at Quincy College that would create an effective bridge to prepare Quincy College students for success in the Cambridge College programs under consideration.

The parties agree to use their best reasonable efforts to preserve and extend the quality of their educational programs; provided that the faculty credentials, program standards (including library resources) and content of academic courses shall, in all respects, be in compliance with the academic standards, policies and practices of the Commonwealth of Massachusetts and the New England Association of Schools and Colleges.

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6. STUDENT FINANCIAL RESPONSIBILITY

All tuition and fee expenses are the sole responsibility of the enrolled student. Student payments shall be made to the institution in which the student is enrolled.

State and federal financial aid, if applicable, shall be administered by the parties in accordance with their respective institutional participation agreements and in compliance with applicable law. Neither institution shall be obligated to provide financial aid to students attending the other institution to complete requirements for any degree.

7. HEALTH AND ACCIDENT INSURANCE

Each institution shall make provisions for mandatory health insurance and services for their respective students in accordance with applicable law.

8. TUITION AND FEES

Each of the parties shall set its own tuition and fees.

9. ADDITIONAL RESPONSIBILITIES OF CAMBRIDGE COLLEGE

Cambridge College shall maintain all admission records and transcripts and shall issue any and all degrees to students upon completion of the baccalaureate program. Each institution shall provide records to the other institution at the request of the student.

Cambridge College shall provide Quincy College with adequate and periodic reports of the progress of its former students in Cambridge College programs upon request.

10. ADDITIONAL RESPONSIBILITIES OF QUINCY COLLEGE

Quincy College shall provide Cambridge College with effective access to Quincy College graduates and potential graduates to enable Cambridge College to market and promote these programs and to support Cambridge College marketing efforts by promoting the programs through student and alumni publications and through Quincy College advisement staff.

11. JOINT RESPONSIBILITIES OF CAMBRIDGE COLLEGE AND QUINCY COLLEGE

The parties shall jointly undertake the design and implementation of the following affiliation activities during the period of this Agreement:

The parties shall explore academic networking opportunities for faculty, staff and student advisors to promote thorough understanding of the educational programs offered by the two institutions and the respective campus cultures.

12. PROGRAM SUPPORT

The parties hereby covenant to mutually support and preserve this Agreement by using their best reasonable good faith efforts and by contributing available resources in support of the programs and activities provided by this Agreement.

13. DESIGNATED REPRESENTATIVE

With the execution of this agreement, each of the parties shall designate one of its senior administrators members to serve as the primary contact person and affiliation liaison, to represent the respective institution's interests during the period of this Agreement.

14. SCOPE AND EFFECT OF AFFILIATION

The separate corporate existence and organization of the parties shall continue unaltered and unamended by this Agreement.

15. INDEMNIFICATION AND HOLD HARMLESS

Each party hereto shall indemnify, defend and hold harmless the other, including trustees, officers, employers and agents from and against any claims, demands, actions, causes of action, damages, losses, costs, liabilities and expenses, including attorneys' fees, which may be made or brought against them, or which any of them may suffer or incur as a result of, in the respect of, or arising out of (1) the failure of the indemnifying party to perform its obligations pursuant to this Agreement; or (2) the negligent acts or omissions of said trustees, officers, employees and agents of the indemnifying party; or (3) the failure of the indemnifying party to perform its obligations pursuant to the teach-out requirements of Section 19. of this Agreement.

16. COMPLIANCE WITH LAW

The parties shall comply with applicable provisions of federal, state and local law governing any and all matters governed by this Agreement.

17. PRIVACY AND CONFIDENTIALITY

The parties shall comply with applicable provisions of federal, state, and local law governing the privacy and confidentiality of all employer, employee, student, institutional, group and individual records and personnel data maintained in connection with this Agreement.

18. PUBLISHED MATERIALS

All published materials including, without limitation, any and all reports, outlines, manuals, pamphlets, brochures and other documents prepared by Quincy College shall

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remain the property of Quincy College, and all such materials prepared by Cambridge College shall remain the property of Cambridge College.

Quincy College and Cambridge College shall have unrestricted authority to publish, disclose, distribute or otherwise use, in whole or in part, any and all materials prepared under this Agreement. Any materials which have been copyrighted previously and are used by the parties in the performance of this Agreement shall not lose copyright status by being so used.

Any direct or indirect references to Cambridge College in promotional publications made by Quincy College shall be submitted to a designated Cambridge College officer for written approval before they are made public with such approval not to be unreasonably withheld. Cambridge College shall exercise its best efforts to respond to each submission within 10 [ten] days.

Any direct or indirect references to Quincy College in promotional publications made by Cambridge College shall be submitted to a designated Quincy College officer for written approval before they are made public with such approval not to be unreasonably withheld. Quincy College shall exercise its best efforts to respond to each submission within 10 [ten] days.

19. PERIOD OF AGREEMENT, TERMINATION AND TEACH-OUT

This Agreement shall take effect at the date of execution and shall continue in effect for 5 years or until terminated by mutual assent of the parties, or in the event of unilateral termination without cause, upon one year prior written notice to the other party.

All rights and privileges provided under this Agreement to currently enrolled students in Cambridge College bachelor degree program shall continue until the end of the semester in which non-renewal of this Agreement occurs; and provided further that the party who elects to terminate shall assume full financial and legal responsibility for the teach-out of any additional academic semesters required for the completion of the degree program of study for all enrolled students who have completed at least one (1) semester at the respective institution; except when termination is in response to a breach by another party, in which case the breaching party shall bear full financial and legal responsibility for the teach-out.

20. BREACH

If either party materially fails or neglects to fulfill its obligations under this Agreement, or for any other reasonable cause, this Agreement may be terminated by giving the breaching party at least six months notice before the effective date of renewal, as stated in the written notice.

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A termination notice shall state the circumstances of the alleged breach, and may state a reasonable period, not less than thirty (30) days, during which the alleged breach may be cured.

Any disputes resulting from the application of this section may be referred out to arbitration in accordance with the terms of Section 21.

21. ARBITRATION

The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled through arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of law having jurisdiction thereof.

22. SOLE AGREEMENT, AMENDMENTS, AND MASSACHUSETTS LAW

This Agreement and the attached exhibits constitute the entire understanding between the parties with respect to the subject matter governed herein, and shall not be deemed to be waived, added to, or modified orally; and no waiver, addition, modification, or amendments shall be valid unless in writing, and signed by the parties hereto.

This Agreement, its validity, construction and effect shall be governed by the laws of the Commonwealth of Massachusetts.

23. SUCCESSORSHIP AND NON-ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their successors; but neither this Agreement nor any rights hereunder shall be assignable to third parties. Any attempt at such outside assignment shall be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by a duly authorized representative, on the date and year as written above.

CAMBRIDGE COLLEGE

By: 
Mark S. Rotondo, Esq., Associate Provost

Date: 1-22-2015
~~2-4-15~~

Witness: 

QUINCY COLLEGE

By: 

Date: 3/10/15

Witness: 

