

COLLABORATIVE ACADEMIC AGREEMENT

This Collaborative Academic Agreement ("Agreement") is entered into by and between **UNIVERSIDAD DEL SAGRADO CORAZON**, a not-for-profit institution of higher education organized under the laws of the Commonwealth of Puerto Rico with address at Calle Rosales esq. San Antonio, San Juan, Puerto Rico, hereinafter referred to as "USC", and **LAGUARDIA COMMUNITY COLLEGE**, part of the City University of New York (CUNY), is an institution of higher education organized under the laws of New York with address at 31-10 Thomson Ave., Long Island City, New York, hereinafter referred to as "LaGuardia" also referred to individually as an "Institution" and collectively as the "Institutions."

BACKGROUND

The USC is an institution of higher education that promotes a participatory, active, personalized education that is relevant to current social realities and to expected transformations. The curriculum assures the development of critical and creative thinking skills, a multicultural perspective and the integration of theory and practice.

LaGuardia's mission is to educate and graduate one of the most diverse student populations in the country to become critical thinkers and socially responsible citizens who help to shape a rapidly evolving society. Our guiding principle *Dare To Do More*, reflects our belief in the transformative power of education—not just for individuals, but for our community and our country—creating pathways for achievement and safeguarding the middle class. LaGuardia is a national voice on behalf of community colleges, where half of all US college students study.

The Institutions desire to enter into this Agreement to set forth the terms and conditions to collaborate in providing access to students who complete an Associate degree in continuing their studies for a Bachelor's degree at USC aligned with the STEMmED Project. For the mutual consideration described below, the Institutions agree as follows:

TERMS AND CONDITIONS

1. OBJECT OF THE AGREEMENT

- 1.1 Intent of the Institutions. The Institutions share the common interests of furthering the access of minorities to higher education and increase the number of minority and low income students obtaining a Bachelor in Science degree. Both Institutions are located in urban settings, have strong ties to their communities, and provide services to a large number of Hispanic students.

Under this Collaborative Academic Agreement, students who complete an Associate degree at LAGCC and meet the established transfer requirements as outlined below will be admitted at USC to continue studies towards the credits required for the Bachelor in Science degree. Students may either enter a Bachelor degree program that continues in the same discipline as their Associate degree, or the USC may commit to accept as many credits as possible consistent with the academic integrity of the fields.


This Agreement defines the structure that allows for a maximum transfer of credits and a seamless transition for students earning an Associate degree at the LAGCC who want to complete a Bachelor in Science degree at USC.

2. ACADEMIC COLLABORATION

2.1 General Provisions.

- (a) The Institutions will cooperate in developing offerings and processes that will facilitate the transfer and validation of credits from LAGCC to USC.
- (b) This Agreement will be reviewed annually by each Institutions' Deans of Academic and Student Affairs, the Transfer Counselor, and the Registrar's Office to evaluate any changes in competencies, content, or standards. This may include exchange of visits between officials of both Institutions.
- (c) The Institutions agree to appoint each, a faculty member to serve as joint advisors and to assist students in preparing their academic programs. Both Institutions concur that it is crucial to have committed and knowledgeable faculty in the transfer agreement. Such system will reassure students that they are following the prescribed program of studies agreed upon by the Institutions.

2.2 Processes, Transfer of Credits, and Other Considerations

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- (a) When a student graduates with an Associate Degree from LAGCC, he/she will send an application for transfer to USC, along with an official transcript.
 - (b) Participating students should be fluent in both English and Spanish. Most courses at USC are offered in Spanish. Students with little or no knowledge of the Spanish language may be placed in basic courses taught in English and will be required to attend the language lab to learn or improve their knowledge of Spanish.
 - (c) USC will provide STEMmED students with peer-based mentoring and tutoring in STEMmED areas and Spanish, and as regular USC students, they will also have access to all institutional and Science Department services, such as the Science Media Lab and the Science Café.
 - (d) One (1) week prior to the beginning of classes, USC will provide an orientation day for all students; such orientation will include a tour of the campus and a meeting with the faculty transfer advisor. STEMmED students will also have a separate activity and orientation.
 - (e) Transfer students may take online courses at USC prior to coming to Puerto Rico, if they are available and in accordance with their study plan.
 - (f) Applicants with GPA of 2.50 or better will be considered for transfer. Only courses with a grade of "C" or above will be accepted as transfer credit for required courses in the major. Courses approved with a "D" as part of the

Associates Degree program will be accepted as transfer credit but cannot be substituted for concentration courses. Only courses taken at USC will be considered for the final GPA.

- (g) Students may be eligible to receive financial aid based upon financial need and/or academic merit, as would any other USC student. The FAFSA must be submitted.
- (h) Transfer students with a GPA of 3.50 or higher enrolled in fifteen (15) credits or more are eligible for an honor scholarship equivalent discount benefit of \$30.00 per credit. Those enrolled in twelve (12) credits are eligible for a scholarship discount of \$20.00 per credit. The FAFSA must be submitted.
- (i) Besides Federal work-study opportunities, students may be eligible to work as teaching, administrative or research assistants, or other opportunities, based on their qualifications. These jobs may be entitled to compensation, depending on the availability of funds.
- (j) Students will be given priority for housing at USC residences when they meet the dateline for applying to such service. The fees will be those prevailing at the time of enrollment.
- (k) Students can participate in all the Title IV Programs at USC, assuming they are eligible, and subject to the availability of campus based funds.
- (l) Upon acceptance at USC, transfer students will be bound by the academic regulations or other provisions applicable to the general student population.

2.3 Participating Programs. Exhibit-A shows a list of the participating programs at LAGCC that are eligible for this Agreement. This list will be updated periodically. Exhibit-B shows the credits transferred from the programs identified in Exhibit-A and Exhibit-C shows the credits remaining to be taken at USC.

3. FEES

3.1 Being an Academic Collaboration Agreement, the Institutions agree that there will not be any monetary or in-kind consideration.

4. COMPLIANCE WITH APPLICABLE LAW

4.1 Compliance with Law and Ethics. The Institutions agree that this Collaboration Agreement will be interpreted in accordance to the law and regulations of the Commonwealth of Puerto Rico and the United States of America that may be applicable.

The Institutions agree to enforce the requirement that there be no discrimination against any faculty member, student, or other participant because of race, color, sex, birth, age, origin or social status, ancestry, marital status, ideas or religious or political beliefs, gender, sexual preference, nationality, ethnic origin, condition veteran of the Armed Forces or physical or mental disability screening practices and treatment of students and teachers.

- 4.2 Independence of each Institution. The Institutions declare that to the date of signature of this Agreement they are financially independent and do not receive or are linked economically in any manner.

This Agreement is not intended to constitute, create, make effective or not recognizing a joint venture, partnership, or formal business entity of any kind, or to make the obligation to prepare or perform any agreement or relationship with the other. The rights and obligations of the Institutions shall be limited to those expressly set forth herein.

- 4.3 Obligations to Third Parties. The Institutions shall not assume or create an express or implied obligation to third parties committing the other Institution without the prior written consent of the Institution proposing to oblige.

5. INDEMNITY

- 5.1 The Institutions agree to indemnify and hold one another harmless from any and all claims by faculty, participants, students and their parents, survivors, or agents, arising from any negligent acts or omission on the part of either Institution or any of their employees. Neither Institution shall be liable for acts of the other, nor shall they be liable for the acts of its faculty, participants, and students.

- 52 Insurance. Each Institution agrees, at its cost and expense, to (a) carry and maintain insurance policies with an insurer satisfactory to the Institutions, (b) name the other Institution as an additional insured, (c) shall afford protection to the Institutions as their respective interests may appear, and (d) include a provision that the same may not be cancelled or reduced without providing each other not less than thirty (30) days' prior written notice and a waiver of the insurer's right of subrogation against each other.

6. INTELLECTUAL PROPERTY

- 6.1 The Institutions acknowledge that the ideas, concepts, and all materials created in the original or copies of tangible property including any format whether visual, oral, documents, recording or otherwise is property of the Institution or individual that developed it.
- 6.2 The Institutions acknowledge and agree that the trademarks, whether registered or not, are the property of the owner Institution. The Institutions agree not to use the trademarks of the owner Institution without the express written permission of the owner Institution.

7. PRIVACY

- 7.1 The Institutions agree to comply with laws and regulations relating to the protection and management of private and personal information that may arise due to this Agreement including but not limited to health-related information in case of an emergency.
- 7.2 The Institutions agree to observe and comply with the provisions of the Federal Law "Family Educational Rights and Privacy Act of 1974" (Buckley Amendment).


8. TERM AND TERMINATION

8.1 Term. This Agreement begins on September 9, 2016 (“Initial Date”) is subject to review at the end of the first year and shall be effective for three (3) years from the date of the Initial Date.

8.2 Termination. Either Institution may terminate the Agreement by written notice submitted at least thirty (30) days in advance of the next academic year (commencing in August/September and ending in May of the following year), except for an event of *force majeure*. Termination will not affect students already enrolled.

9. NOTICES

9.1 Correspondence regarding the administrative/fiscal or academic management of this program including day-to-day management of the program, and other administrative activities shall be addressed to the contacts listed below:



Universidad del Sagrado Corazón Executive Vice President of Academic Affairs P.O. Box 12383 San Juan, Puerto Rico 00914-0383	LaGuardia Community College Provost & Sr. Vice President for Academic Affairs 31-10 Thomson Ave., Long Island City, New York, 11101
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Notification of changes to the contact information shall be made in writing.

10. ADDITIONAL CLAUSES

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico as applicable to contracts.

10.2 No references. The Institutions may use the name of the other Institution for the sole purpose of advertising the Bachelor in Science degree program to their students. The Institutions will exchange the materials created to advertise the Bachelor in Science degree program for each Institutions’ approval prior to its use.

10.3 Amendments. This Agreement may not be modified or amended except by mutual written agreement signed by the Institutions.

10.4 Survival. The obligations of confidentiality, non-references, and indemnification shall survive termination of this Agreement for any cause or reason.

10.5 Assignment. An Institution may not assign its rights and obligations under this Agreement without the prior written consent of the other Institution.

10.6 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10.7 Headers. The headings used in this Agreement are for convenience and reference only without limit or define the meaning of the provisions of this Agreement.

- 10.8 Waiver. The delay in exercising or not exercising a right or privilege under this Agreement shall not constitute a waiver of such right, nor the exercise of a right to exclude or limit the exercise of any other right, power or privilege not exercised. Also, the rights under this Agreement shall not preclude the exercise of any other right available under the law. The waiver of exercise a right not constitutes a waiver to exercise any other right, except that an Institution with interest waives this right, expressly and in writing.
- 10.9 Severability. If any provision of this Agreement is deemed unlawful, void or unenforceable under present or future laws, such provision shall be entirely separate from the other provisions and construed and enforced as if such illegal, invalid or unenforceable provision never been part of any this Agreement. The other provisions of this Agreement remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its separation from the Agreement.
- 10.10 Complete Agreement. This Agreement and its annexes containing the intention and entire agreement between the Institutions regarding the subject matter hereof replacing and canceling contracts, negotiations, commitments and / or prior to the signing of this agreement whether oral or written understanding.
- 10.11 Legal Authority. The undersigned declare that they have corporate and legal authority to bind contractually and assume the obligations under this Agreement on behalf of the respective legal entities that are identified as Institutions to this Agreement.

DONE AND SIGNED in good faith, the Institutions signing this Agreement through its authorized representatives as of the Initial Date in San Juan, Puerto Rico, and New York.

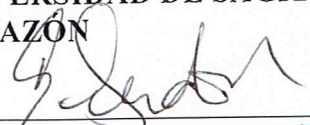
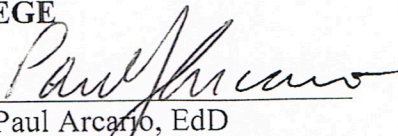
<p>UNIVERSIDAD DE SAGRADO CORAZON</p> <p>By:  Name: Eloisa Gordon Mora, PhD Title: Executive Vice President of Academic Affairs</p> <p>Date: <u>20 Sept '16</u></p>	<p>LAGUARDIA COMMUNITY COLLEGE</p> <p>By:  Name: Paul Arcario, EdD Title: Provost & Sr. Vice President for Academic Affairs</p> <p>Date: September 18, 2016</p>
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EXHIBIT-A

List of eligible participating programs at LAGUARDIA COMMUNITY COLLEGE:

I. Associate Degree in Biology

II. EXHIBIT-B

Courses transferred from the eligible programs identified in Exhibit-A

I. A.S. DEGREE IN BIOLOGY

Courses accepted from LaGuardia Community College to complete a Bachelor's Degree in Science (B.S.), Major in Biology at Universidad del Sagrado Corazón

LAGUARDIA COMMUNITY COLLEGE	CR	UNIVERSIDAD DEL SAGRADO CORAZON	CR
General Requirements for the BS			
ENG/ENC 101 - English Composition I	3	ING 114 - Essay Writing	3
ENG 102 - Writing Through Literature	3	ING 125 - Literary Writing	3
Creative Expression: (ENN 198 or HUC 106)	3	Advanced English (ING 303 or ING 117)	3
SCB 201 - Fundamentals of Biology I	4	BIO 111 - General Biology I	3
MAT 115 or 117 – College Algebra & Trig.	3	MAT 133 – Precalculus I	3
Urban Study Course: HUN 192-Art & Society	3	ART 102 - Visual Arts Appreciation	3
W.Cult.& Global Iss.: SSH 103-W.Civ.Anc./Ren.	3	HUM 111 - Human Being/Circumstances	3
Ind.& Soc.: SSS 100-Intro. to Sociology	3	CSO 104 - Contemporary Social Analysis	3
NSF101 First Year Seminar for Natural Sciences	2	FEP 101, 102 - College Experience Seminar 1, 2	2
Department Requirements			
SCB 202 - Fundamentals of Biology II	4	BIO 112 - General Biology II	3
Unrestricted Elective: MAT 200 - PreCalculus	4	MAT 134 - PreCalculus II	3
		FEP 201 - College Experience Seminar 3	1
SCC 201 - Fundamentals of Chemistry I	4	QUI 101 - General Chemistry I	4
SCC 202 - Fundamentals Chemistry II	4	QUI 102 - General Chemistry II	4
Major Requirements			
SCB 255 - Cell Biology	4	BIO 429 - Cellular Molecular Biology	4
SCC 251 - Organic Chemistry I	5	QUI 301 - Organic Chemistry I	4
SCC 252 - Organic Chemistry II	5	QUI 302 - Organic Chemistry II	4
Biology Electives			
SCB 252 - Fundamentals of Biotechniques	3	BIO 400 - Exp. Techn. in Biol.	3
Free Electives			
US Experience in its Diversity	3	FIE 191 - Hum. Behav. / Dynamics in diverse & multicult. Contex	3
Credits from SCB 201, SCB 202, SCC 251, SCC 252		BIO 390 - Special Topics	3
Total Credits:		63	62

NOTE: Knowledge of Spanish is recommended.

LaGuardia CC Courses accepted by USC: All
Credits to approve at USC: 69

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IV. EXHIBIT-C

Courses remaining to be taken at USC

Students of the **Associate Biology Degree in Science (A.S.)** must take the following courses to complete the Bachelor's Degree in **Biology (B.S.)**

COURSE DESCRIPTIONS	CREDITS
General Requirements	
SPANISH: (9 credits)*	
ESP 106 - Writing and Reading; ESP --- Various options	6
ESP 121 or 122 - Literary Genres I or II	3
INFORMATICS: (3 credits)	
INF 102 - Introduction to Informatics for Natural Sciences	3
HISTORY: (3 credits)	
HIS 212 - Development of the Puerto Rican Nation	3
PHYSICAL EDUCATION: (3 credits)	
CFI 105 - Wellness and Quality of Life	3
PHILOSOPHY: (6 credits)	
FIL 101 - Logic	3
FIL --- Various options	3
THEOLOGY: (6 credits) TEO --- --- Various options	6
MAJOR SEMINAR: (3 credits)	
BIO 480 - Seminar	3
MATH: (3 credits)	
MAT 261 - Computerized Statistics	3
Departmental Requirements	
MAT 201 - Calculus I	5
FIS 203-204 -General Physics I-II	8
Major Requirements	
BIO 200 - Botany <i>or</i> BIO 201 - Plant Morphology <i>or</i> BIO 202 - Plant Physiology	4
BIO 203 - General Zoology	4
BIO 223 - Genetics	4
BIO 302 - Ecology	4
Electives within the Major	
BIO --- --- Select 4 credits from a given menu	4
Total Credits	69

*Spanish courses for skill development are additional to the BS requirements.

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V. EXHIBIT-D

Suggested Program of Study at USC

I. B.S. with a major in Biology for students with an A.S. degree in Biology

<i>Third year at USC</i>	CREDIT HOURS	
	1st. Semester	2nd. Semester
Course Number and Title		
(GR) ESP 106 - Writing and Reading*	3	
(GR) FIL 102 - Logic	3	
(GR) INF 102 - Introd. to Informatics/Natural Sciences	3	
(MR) BIO 200 or 201 or 202 - Botany Course	4	
(GR) MAT 261 - Computerized Statistics	3	
Total credits	16	
(GR) ESP --- Various options*		3
(GR) HIS 212 - Development of the Puerto Rican Nation		3
(DR) MAT 201 - Calculus I		5
(MR) BIO 203 - General Zoology		4
(GR) TEO --- Various options		3
Total credits		18

Fourth year at USC

Course Number and Title	1st. Semester	2nd. Semester
(GR) ESP 121 or 122 - Literary Genres I or II*	3	
(GR) CFI 105 - Wellness and Quality of Life	3	
(DR) FIS 203 - General Physics I	4	
(MR) BIO 302 - Ecology	4	
(MR) BIO 223 - Genetics	4	
Total credits	18	
(GR) FIL --- Various options		3
(GR) TEO --- Various options		3
(DE) BIO --- Program Elective		4
(DR) FIS 204 - General Physics II		4
(GR) BIO 480 - Seminar		3
Total credits		17

TOTAL CREDITS REQUIRED: 69

*Spanish courses for skill development are additional to the BS requirements.

Abbreviations:

GR = General Requirements	MR = Major Requirements
DR = Departmental Requirements	
DE = Directed or Program Electives	Rev 9/18/2016