

# MEMORANDUM OF UNDERSTANDING

## Program Articulation

*by and between*

**Broome Community College, Binghamton, NY**

*and*

**Champlain College Incorporated**

This Memorandum of Understanding (“MOU”) is subscribed to by Broome Community College (“Home Institution”) and Champlain College Incorporated of Burlington, Vermont (“Champlain College”) for the purpose of establishing a credit transfer protocol for students completing the Associate Degree at Home Institution who desire to transfer into an upper division degree program at Champlain College’s Division of Continuing Professional Studies (“CPS”).

### **Recitals:**

Since Home Institution and Champlain College are both accredited institutions of higher education and generally accept for transfer purposes credits earned by students at the other institution and desire to establish a protocol to facilitate the transfer of credits earned by students in Associate degree programs of Home Institution into upper division programs of CPS, the parties jointly subscribe to the following terms and provisions:

### **Articulation Criteria**

1. Home Institution students who have completed the Associate of Applied Science Degree in Computer Security & Forensics may apply for admission to Champlain College’s Division of Continuing Professional Studies and, once accepted, earn their Bachelor of Science Degree in Computer Forensics and Digital Investigation at Champlain College upon completion of 60 credits specifically designated by Champlain.
2. Home Institution students entering Champlain may receive academic credit for all courses in which they receive credit from Home Institution, provided: 1) the students have graduated from Home Institution with an Associate Degree in the above named major and earned at least 60 credit hours with an overall g.p.a. of 2.5 or higher (on a 4.0 scale); 2) the Home Institution course credit can be applied to the student’s chosen major, CPS’s general education requirements, or the electives available to complete the student’s BS degree

program. Students who transfer from Home Institution without receiving academic credit for the general education requirements set by Champlain College may take the missing courses as part of their Champlain studies, but this may require completion of more than 60 credits at Champlain. CPS may limit the amount of transfer credits accepted from a Home Institution student that exceed sixty (60) semester credits or that were accepted in transfer by Home Institution from a non-accredited, foreign, or non-regionally accredited institution.

3. The Home Institution Student must have completed his/her work at Home Institution in good academic, behavioral and financial standing.
4. The Home Institution Student must otherwise meet the admissions standards and comply with the admissions procedures of CPS.
5. All determinations that a Home Institution Student has satisfied the prerequisites for admission, and the application of credit to a CPS program of study shall be made in the absolute discretion of CPS.
6. In order to graduate from Champlain College, the student must meet all graduation requirements, as described in the Champlain College Student Handbook, including completion of at least 45 credits at Champlain.

### **Student Rights and Responsibilities**

1. Each admitted Home Institution Student will be afforded all of the rights and privileges offered to native junior students at CPS as established in the official policies and procedures of CPS as they may be amended from time to time, including without limitation, participation in the financial aid programs, student counseling and advising and other student services.
2. Except with respect to the articulation protocol established in this MOU, Home Institution Students must comply with and will be bound by the standards and regulations of CPS in effect at the time of their application for admission to CPS.
3. This MOU is not intended to and shall not be so construed as to create any independent rights in any students of Home Institution nor include Home Institution students as parties hereto.

### **Partnership Roles and Responsibilities**

1. Each party shall designate an individual to serve as liaison for the purposes of implementing this MOU. Such person shall have the authority to administer the interests of the party she/he represents in pursuit of the terms and provisions hereof. Both institutions will encourage and maintain a high degree of cooperation between their staff members in the implementation of the terms and provisions of this MOU.
2. Home Institution agrees to advise CPS of changes in its degree programs, the content thereof and the academic and admission standards applicable thereto from time to time as changes are made. Champlain College shall have the

right to terminate this MOU in the event of any material changes in the degree programs or the academic or admission standards applicable thereto.

3. Home Institution agrees to provide each student enrolled in its degree programs with advisors, counselors or coaches who will advise them of the articulation protocol established under this MOU and assist students in the transfer process. Additionally, CPS will provide written material to Home Institution for ongoing dissemination of information to students who express interest in the CPS transfer opportunity.

### **Marketing and Communication**

1. During the term of this agreement, Champlain College authorizes Home Institution to identify CPS as an institutional partner on the Home Institution website and in print publications, and Champlain College also authorizes Home Institution to use its logo on the Home Institution web site and in print publications.
2. Each party reserves the right to review and approve in advance any information disseminated to the public or students about the articulation protocols established herein or that identifies the relationship between the parties hereunder.
3. The parties may incorporate a summary of this agreement into their official publications.
4. Both parties agree to communicate the conditions of this MOU to their respective stakeholders – external and internal. In addition to the ongoing responsibilities for notification, communication and cooperation established herein, Home Institution and CPS will review this MOU every other academic year, or sooner at the request of either party, and will make reasonable adjustments and amendments as deemed appropriate for the improvement of the transfer process and student articulation.

### **Compliance**

1. Implementation and interpretation of this MOU will be consistent with applicable and mandatory policies and procedures established by the appropriate accreditation bodies, the United States Department of Education, and other agencies that have jurisdiction over the operation of either institution.
2. Participation of Home Institution Students under the articulation protocol established in this MOU will be permitted in compliance with applicable federal, state, and local non-discrimination laws and regulations.
3. Both institutions shall maintain their respective individual accreditation and this MOU shall be binding only so long as that accreditation is maintained by both parties.
4. Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act of 1974 (Buckley Amendment), as it may be amended from time to time, in the handling of educational records of

students enrolled in their institutions.

**Term**

This MOU shall be effective upon execution by both parties and shall continue until terminated by either party. Either party may terminate this MOU at any time without liability or obligation to the other party. However, in the event that this MOU is terminated, CPS commits that Home Institution students who are at any stage of their Degree studies and who have been pre-admitted to CPS shall be entitled to pursue transfer to CPS under the articulation protocols established herein.

**Chris Pappas**  
**CSF Department Chair**  
**Broome Community College**

*Paulita Gemmett*  
Signature \_\_\_\_\_ Date 6/7/11  
*Acting CS Chair*  
*Summer 2011*

**Julie Peacock**  
**Vice President of Academic Affairs**  
**Broome Community College**

*Julie Peacock*  
Signature \_\_\_\_\_ Date 4/18/11

**Robin Abramson**  
**Provost and Chief Academic Officer**

**Champlain College Incorporated**

*Robin Abramson*  
Signature \_\_\_\_\_ Date 5/13/11