



TRANSFER ARTICULATION AGREEMENT

Hudson Valley Community College

AND

Bennington College



I. GENERAL STATEMENT OF PURPOSE

This Transfer Articulation Agreement (“Agreement”) establishes a formal transfer collaboration between Hudson Valley Community College (“HVCC”), located at 80 Vandenberg Ave, Troy, NY 12180, and Bennington College (“Bennington”), located at 1 College Drive, Bennington, VT 05201– each a “Party” and collectively the “Parties”.

The purpose of this Agreement is to promote and facilitate the transfer of students from Hudson Valley Community College to Bennington College. This Agreement promotes high-quality student experiences, strong program curricula, and timely degree completions. In order to make the transition as smooth as possible, this Agreement details guidelines for admission and credit.

II. SEAMLESS TRANSFER

- a. This Agreement applies to students who have successfully completed graduation requirements for an associate’s degree at Hudson Valley Community College prior to their transfer to Bennington College. Transfer opportunities may be available to all Hudson Valley Community College students who successfully complete an associate’s degree program. However, the course content of the associate’s degree programs noted in the table below align best with Bennington College’s academic plan and areas of study. This list of degree programs is subject to amendment. Interested students should contact transfer@bennington.edu for more information.

Hudson Valley Community College	
<u>BUSINESS & LIBERAL ARTS</u>	<u>STEM</u>
Digital Media, AS	Architectural Technology, AAS
Diversity, Equity, Inclusion, and Social Justice, AA	Biological Sciences, AS
English, AA	Environmental Science, AS
Fine Arts, AS	Mathematics and Science, AS
History and Political Science, AA	Physical Sciences: Physics Track, AS
Individual Studies, AS	Physical Sciences: Chemistry Track, AS
Theatre Arts, AS	Physical Sciences: Earth Science Track, AS
Media Studies, AA	
Psychology, AA	
Liberal Arts and Sciences - Adolescent Education (Teacher Education Transfer), AS	

- b. Bennington College retains sole discretion in admission decisions, and sole responsibility for all aspects of Bennington College program, certification, curriculum, and applicable accreditations.
- c. Bennington College will provide academic advising to HVCC students interested in transferring, to include discussion of eligible pathways, suitable transfer credits, and possible coursework at

Bennington. HVCC students are encouraged to contact the Admissions Office at Bennington College early in their final year to begin discussion of the transfer process.

- d. In the event there are program, curricula, degree requirement, and/or accreditation changes at Bennington College between the time students begin their studies at Hudson Valley Community College and the time they transfer to Bennington College, both Parties will use their best efforts to hold transfer students harmless (e.g., minimize loss of credits, financial implications, duplication of coursework, etc.). Whenever possible, Hudson Valley Community College student progress will not be affected by revised curricular requirements at Bennington College.
- e. Bennington College will admit HVCC associate's degree graduates with a grade point average of 3.3 or higher, subject to review and approval by the Bennington Admissions Committee. Students with a grade point average below 3.3 will be considered on a case-by-case basis. A student's previous GPA from HVCC is not included in any GPA calculations at Bennington.
- f. Bennington College will accept a maximum of 64 approved academic transfer credits from HVCC per the Bennington College Transfer Credit Policy. Bennington College will accept, with minimal or no credit loss, HVCC transfer credits from degree programs that align with Bennington College's areas of study (identified in section II.a.). In such instances, students will begin their Bennington College coursework with first term junior status.
- g. Transfer courses must have a grade of C or higher. Generally, transferable credits are limited to classes within the liberal arts curriculum as determined by Bennington. Applicants have their transfer credit evaluated at the time of admission and will be notified of the total transferable credits accepted in their decision letter. Transfer credits will be applied toward a student's record just prior to the start of the term.
- h. HVCC graduates meeting admission requirements and entering Bennington College will be awarded a \$15,000 transfer award for each year, renewable for up to 6 terms at Bennington.
- i. Phi Theta Kappa ("PTK") members in good standing will also receive an award of \$10,000 for each year, renewable for up to 6 terms at Bennington.
- j. In addition to the transfer and PTK awards identified in section II.h. and section II.i., transfer students are eligible for additional need and merit-based financial aid at Bennington College. The fall deadline for financial aid consideration is April 7.
- k. For students enrolling at Bennington College under this agreement, the standard enrollment fee of \$500 will be reduced to \$250.
- l. Transfer students must spend the equivalent of two years in residence at Bennington College and complete all necessary requirements to be eligible to graduate with a Bennington degree. On a case-by-case basis, students may be permitted to spend one term abroad in a program of study connected to their course of study at Bennington.

III. **MARKETING**

- a. Hudson Valley Community College and Bennington College will publicize this Agreement via, but not limited to, printed and electronic marketing materials and communications.
- b. Hudson Valley Community College and Bennington College will collaborate to ensure successful enrollment and transfer initiatives, including information sessions, advisement, and academic presentations.

- c. Hudson Valley Community College and Bennington College will grant a reciprocal limited license for each to use the name and/or logo of the other institution for the purpose of promotion and advertisement of this specific Agreement. Neither Party is authorized to use the other's name and/or logo for any purpose other than stated herein.
- d. The agreed-upon name of this Agreement/relationship for publicity purposes will be consistently referred to as a 'Transfer Articulation Agreement'.

IV. **AGREEMENT REVIEW AND REVISION**

- a. This Agreement shall remain in force effective the date of last signature, for five (5) years, and is subject to renewal thereafter. Termination by either Party must be announced with notice of at least six (6) months.
- b. At the request of either Party, a review of this Agreement will be conducted by both institutions. Both Parties agree to inform one another of substantive changes in course or degree program requirements and revise this Agreement as needed.
- c. Termination of the Agreement will not affect any students currently enrolled at or admitted by Bennington College at the time of termination.
- d. Bennington College will share mutually agreed upon enrollment and student persistence/completion data, in the aggregate, with Hudson Valley Community College on an annual basis, for purposes of reviewing the impact and success of this Agreement.

V. **ADDITIONAL TERMS AND CONDITIONS**

- a. **Expenses.** Each Party will be responsible for costs incurred by the Party in carrying out the roles and responsibilities set forth herein. Neither Party will be responsible for the acts of the other as it relates to this Agreement.
- b. **FERPA.** Hudson Valley Community College and Bennington College agree to comply with the Family Educational Rights and Privacy Act (FERPA) and any other applicable federal, state, and local laws and regulations addressing student privacy.
- c. **Indemnity.** Each Party shall defend with competent counsel, indemnify, and hold harmless the other Party and the other'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 Party'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.
- d. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state in which the Party against whom a legal action is initiated maintains its principal place of business, without regard to its conflict of laws rules. The Parties agree to attempt in good faith to resolve any dispute arising out of this Agreement through informal discussions between designated representatives. If unresolved, either Party may submit the dispute to non-binding mediation prior to seeking legal remedies.
- e. **Force Majeure.** In the event that the performance of the obligations under this Agreement is prevented by reasons of Force Majeure, the Parties are released from their obligations and neither Party will be responsible for any damages sustained and will have no further recourse against the other Party. Force Majeure will mean fire, earthquake, hurricane, flood, act of God, natural disasters,

epidemic, pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause or like or unlike any cause mentioned which is beyond the control of the Parties.

- f. **No Third-Party Beneficiaries.** No term of this Agreement will be construed to confer any third-Party beneficiary rights on any non-Party.
- g. **Non-Discrimination.** Neither Party will discriminate on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, criminal conviction, or any other characteristic protected by applicable state or federal law. Furthermore, the Parties hereby certify that they have institutional policies or practices (including training for employees) that prohibit harassment of or discrimination against and discrimination of individuals on the basis of protected status under state and federal anti-discrimination laws and provide a means for individuals to bring allegations of discrimination forward for redress.
- h. **Notice:** Notice to either Party hereunder must be in writing, signed by the Party giving it and will be served either personally or by certified mail, return receipt requested, or by nationally recognized overnight courier service, with delivery receipt, addressed as follows:

To HVCC
Hudson Valley Community College
Attn: Vice President for Academic Affairs
80 Vandenberg Ave
Troy, NY 12180

To Bennington College
Bennington College
Attn: Brenna May
Director of International & Transfer Enrollment
1 College Drive
Bennington, VT 05201

Notice will be deemed complete on the date of hand or courier delivery (as evidenced by a signed receipt) or the date of delivery by certified mail (as evidenced by a return receipt from the United States Postal Service). Each Party may change its address or addressee set forth above by giving written notice of change to the other Party.

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SIGNATURES

The signatures below indicate acceptance of the above agreement.

Approved for Hudson Valley Community College

Approved for Bennington College



Patricia Klimkewicz, PhD, MBA, MS, RN-BC
Interim Vice President of Academic Affairs
Dean of Health Sciences

Brenna May
Director of International & Transfer Enrollment