

STANDARD INTERNATIONAL STUDENT DUAL ADMISSION PROGRAM
TRANSFER AGREEMENT
BETWEEN
COAST COMMUNITY COLLEGE DISTRICT
AND
DILLARD UNIVERSITY

1. **Parties.** This Standard International Student Dual Admission Program Transfer Agreement ("Agreement") is made between Coast Community College District ("Coast"), on the one hand, and Dillard University ("Dillard") with respect to Coast's International Student Dual Admission Program ("Program"). Coast and Dillard are referred to herein as "Party" and collectively as the "Parties."
2. **Recitals.** This Agreement is based on the following factual Recitals:
 - A. The Parties recognize the vital importance of a successful transfer program for qualified Coast international students who are eligible to transfer to Dillard.
 - B. Coast operates three community colleges -- Orange Coast College, Golden West College, and Coastline Community College -- each of which is a duly accredited educational institution by the Accrediting Commission of Community and Junior Colleges, within the umbrella of the Western Association of Schools and Colleges.
 - C. Coast shall ensure that all of the students in the Program are required to satisfy all applicable transfer requirements for admission into Dillard.
 - D. Coast desires to affiliate with Dillard in order that the students in the Program will be guaranteed successful transfer to Dillard.
 - E. The Parties desire to enter into this Agreement in order to memorialize their respective rights, duties, and obligations with respect to guaranteed transfer to Dillard for eligible Coast students in the Program.
3. **Obligations, Duties, and Rights of Coast**
 - A. Coast shall recruit and admit qualified international students into the Program.
 - B. Coast shall be fully responsible for the development, planning, and administration of the Program, including, without limitation, programming, administration, matriculation, promotion, and graduation.
 - C. Coast shall confirm the participating students' required F-1 visa status and shall maintain required immigration-related documents. Upon students' compliance with applicable federal and state law, a Coast college shall issue the required I-20 form to each student.
 - D. Coast shall verify the students' financial status pursuant to law.

- E. Coast shall provide the students with the first two years of college-level transfer course work, including general education requirements, and shall award the students the Associate Degree upon the students' successful completion of such course work.
- F. Coast shall assist students with identifying and meeting Dillard's transfer requirements and standards for admission.
- G. Coast shall notify Dillard when a student has expressed an interest in Dillard.

4. **Obligations, Duties, and Rights of Dillard**

- A. Dillard will admit students based on the academic catalog year of their admittance into the Program.
- B. Dillard agrees to conditional admission of the students at the time they are admitted into the Program. Students will be eligible for full admission into Dillard when they have complied with each of the following:
 - (i) Completion of all Coast general education requirements.
 - (ii) Eligibility to receive an Associate Degree from Coast.
 - (iii) Any additional general education requirements or prerequisites for the intended major which are available at a Coast college, as established by Dillard.
 - (iv) Maintenance of a minimum grade point average in college-transferable courses at Coast, as established by Dillard at the time of the student's admission into the Program.
 - (v) Compliance with all Dillard admission requirements, procedures, and deadlines.
- C. Dillard shall provide Coast with a list of all academic majors.
- D. Dillard shall provide Coast, on an annual basis, a list of academic majors which are exempted from student transfers under this Agreement.
- E. Dillard shall accept students who have completed all college-level lower division courses in an academic major with grades established by Dillard into that academic major.
- F. Dillard shall update Coast with any information that will affect student transfer.

5. **Nondiscrimination.** The Parties agree not to unlawfully discriminate in the selection, placement, or evaluation of any student because of race, creed, national origin, religion, sex, marital status, age, disability, sexual preference, and/or medical condition.

6. **Indemnification by Coast.** Coast agrees to indemnify, defend, and hold harmless Dillard and its officers, employees, agents, and volunteers from any and all claims,

actions, losses, damages and/or liability arising out of the performance of this Agreement which may arise because of the negligence or misconduct of Coast, including the acts, errors, or omissions of any officers, employees, instructors, students, or agents of Coast, for any costs and expenses incurred by Dillard on account of any claims thereof, except where such indemnification is prohibited by law.

7. **Indemnification by Dillard.** Dillard agrees to indemnify and hold harmless Coast and its authorized agents, officers, trustees, volunteers, employees, and students, against any and all claims, actions, losses, damages and/or liability arising out of the performance of this Agreement from any cause whatsoever which may arise because of the negligence, misconduct, or other fault of Dillard, including any acts, errors, or omissions of any officers, employees, instructors, or agents of Dillard, for any costs or expenses incurred by Coast on account of any claims thereof, except where such indemnification is prohibited by law.
8. **Governing Law/Venue.** Any legal actions arising under this Agreement commenced by Coast shall be filed in a court of competent jurisdiction in Orange County, California. Any legal actions arising under this Agreement commenced by Dillard shall be filed in a court of competent jurisdiction in _____ County, _____.
9. **Assignment.** Neither Party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other Party which can and may be withheld by either party in its sole and absolute discretion.
10. **Effective Date/Termination.** This Agreement shall become effective on Fall 2011, and shall remain in effect until Spring 2015. Either Party may terminate this Agreement without cause by providing at least ninety days prior written notice to the other Party of its intention to terminate.
11. **Notices.** Any notices to be given hereunder by either Party to the other may be effectuated only in writing and delivered either by personal delivery, by facsimile, or by U.S. certified mail. Notices shall be addressed to the persons at the addresses set forth below, but each Party may change the address by written notice in accordance with this paragraph. Notices delivered personally or by facsimile will be deemed communicated as of transmission. Notices sent by certified mail shall be effective 48 hours after deposit in the mail. Each Party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph.

To University:

To Coast:

Chancellor

Coast Community College District

1370 Adams Avenue

Costa Mesa, California 92626

Fax: (714) 438-4882

- 12. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both Parties.

UNIVERSITY

COAST

By: Margaret Hughes

By: Jerry M. [Signature]

President, Board of Trustees
Coast Community College District

Date: June 28, 2011

Date: 7-11-11

Wanda Brooks
Wanda Brooks, CFO

7/13/11
Date