

# Emerson

## COLLEGE

Transfer Agreement  
Between  
Santa Clarita Community College District  
And  
Emerson College

**This Transfer Agreement (“Agreement”) establishes guidelines and procedures for students wishing to transfer to Emerson College from Santa Clarita Community College District (“District”), a California community college district and political subdivision of the State of California. Emerson College and District are also referred to collectively as the “parties” and individually as “party.”**

- 1) To be admitted into Emerson College, District students must submit application materials for evaluation to the Emerson College Admission Office by posted priority deadlines, and meet the requirements for admission to Emerson College. The application fee will be waived.**
- 2) Except for programs which require an artistic review, Emerson College will grant admission to District students who fulfill all of the following requirements, subject to Emerson’s rights to refuse a candidate, as outlined below:**
  - Earned an Associate’s Degree at District**
  - 3.0 cumulative GPA in credits earned at District**
- 3) For programs with additional creative evaluations (Media Arts Production creative sample and Performing Arts and Comedic Arts artistic reviews), District students must meet the academic criteria outlined in #2 as well as meet the creative standards required for admission by the Emerson College creative reviewers.**
- 4) The Emerson College catalog contains all information about degree requirements. Students wishing to transfer are encouraged to communicate early with the transfer counselors at Emerson College to secure specific information about transfer credit eligibility.**
- 5) Students are strongly encouraged to take courses at District that match the Liberal Arts curriculum at Emerson College to maximize credit transfer.**
- 6) This Agreement shall commence on August 23, 2021, and shall continue in full force and effect thereafter until and including August 22, 2026 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement. Either party may terminate this Agreement, with or without cause, upon providing the other party with not less than sixty (60) days prior written notice. In the event of any termination, the District students enrolled in the program at Emerson College shall be entitled to complete the program.**

- 7) Emerson College reserves the right to not accept a student or rescind a decision of admission if Emerson College receives information that indicates an applicant: provided misleading information in connection with an application, made incomplete or inaccurate statements, submitted false material in connection with an admission application, had a significant decline in academic performance after submitting the application, engaged in academic misconduct, engaged in disciplinary misconduct at any academic institution or with an employer, engaged in legally prohibited behavior, or otherwise acted in a manner inconsistent with Emerson College's Code of Community Standards or mission.
- 8) Emerson College reserves the right to limit access to specific academic majors, as needed, based on program enrollment caps.
- 9) Emerson College's designated representative will be the Transfer Coordinator within the Undergraduate Office of Admission. The District representative will be District's Articulation Officer & Curriculum Analyst. All updates or changes should be sent directly to these managers of this Agreement.
- 10) Each party agrees to defend, hold harmless and indemnify the other party, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct, of its duties and responsibilities under this Agreement. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.
- 11) The parties shall not engage in, nor permit its officers, employees or agents to engage in, discrimination in employment of persons because of their race, color, religion, genetic information, nationality, national origin, ancestry, pregnancy, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or military or Vietnam-era veteran status, except as permitted pursuant to Section 12940 of the Government Code (see Appendix 11). Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.
- 12) The parties acknowledge that student educational records are protected by the Family Education Rights and Privacy Act ("FERPA") and applicable state law, and that student permission must be obtained before releasing student records. Each party to this agreement shall be solely responsible for ensuring its services and its actions comply with all applicable law requirements regarding student records and privacy.
- 13) Each party agrees to maintain the confidentiality of, and shall not disclose to any third party, records, and information that are confidential or private, except where disclosure is required by federal or state laws, or a validly issued subpoena. This obligation shall survive the termination of this Agreement. To the extent permitted by law and upon District's request, Emerson College agrees to provide District with records and/or information regarding student enrollment in Emerson College's Programs.

- 14) Each party must obtain written approval from the other to use the other party's name and/or logos in any advertisements, promotions, press releases or other media. For the District, the approval must be granted by District's Public Information Office ("PIO"). For Emerson College, the approval must be granted by Emerson College's Department of Marketing and Communications. In the event such permission is extended, the party providing permission will furnish the other party with camera-ready artwork for such use.
- 15) The failure of District or Emerson College to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 16) If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 17) The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.
- 18) All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed as follows:

**District:** Santa Clarita Community College District  
Attn: Assistant Superintendent/VP Business Services  
26455 Rockwell Canyon Road  
Santa Clarita, CA 91355  
Phone: (661) 362-3476  
Fax: (661) 362-5480

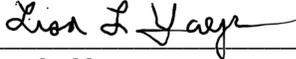
**Emerson College:** Emerson College  
Attn: Lisa L. Yaeger  
120 Boylston Street  
Boston, MA 02116  
Phone: (617) 824-8600  
Email: Lisa\_Yaeger@emerson.edu

[SIGNATURES NEXT PAGE]

**Signatories:**

**Emerson College**

DocuSigned by:



Lisa L. Yaeger

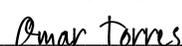
**Senior Associate Director/Transfer Coordinator**

6/3/2021

**Date**

**Santa Clarita Community College District**

DocuSigned by:



Omar Torres

**Asst. Superintendent/Vice President,  
Instruction**

6/3/2021

**Date**