

**Dual Admission Agreement**  
**Pace University, Pleasantville and New York, New York**  
**And**  
**Westchester Community College, Valhalla, New York**

**Effective September 2019**

Pace University, a New York State not-for-profit education corporation (the "University") and Westchester Community College (the "College") hereby enter into the following agreement governing the matriculation of the College students at the University's Baccalaureate Program to ensure a smooth transfer process for College students to the University.

WHEREAS, the College and the University wish to collaborate to ensure degree completion and to facilitate the transfer process through joint advising and recruitment:

NOW, THEREFORE, in consideration of the foregoing premises, and of other good and valuable consideration, the exchange, receipt, and adequacy of which are hereby acknowledged, the College and the University hereby covenant and agree as follows:

**Admission:**

This Agreement applies only to College students who have successfully graduated from the College with an Associate of Arts/Associate of Science Degree prior to enrollment at the University. Such persons will be accepted to the University based on the following criteria:

**Guaranteed Acceptance** at the University will be granted in accordance with the terms and conditions set forth herein below to students who complete the Associate of Arts/Associate of Science Degree with a minimum WCC Grade Point Average of 2.50 at the College. Such persons will transfer to the University with junior standing.

**Acceptance of Credits:**

All courses in the transferring College student's degree major as to which such student passed will be applied toward the completion of the articulated bachelor's degree major programs. (See Appendix for articulated programs)

A maximum of 68 credits will be applied toward the completion of the articulated bachelor's degree programs.

If a given credit or credits do not count for requirements in the major, they will then count as elective credit toward the degree.

**General Education/University-Core Credits:**

By virtue of completion of the A.A. or A.S. degree at the College, all students shall be deemed to have waived the lower level general education/core requirements at the University. Such students will not be required to take any additional lower level general education/core requirements. Such waiver applies to all accepted students, regardless of whether a program to program equivalency exists. The exception to this statement is

PACE: ENG 201 *Writing in the Disciplines* and the Foreign Language Requirement  
(<https://pace.smartcatalogiq.com/2017-2018/Undergraduate-Catalog/Academic/University-Core-Curriculum/Second-Language-Proficiency-Policy> )

Transferring College students with an A.A.S. degree may have additional lower level general education/core requirements at the receiving institution.

**Matriculation:**

Matriculation at the University will be on a space-available basis with the possibility of deferred enrollment.

To facilitate the transfer of the College graduates to the University, the parties agree to insure that students will receive full consideration for financial aid upon matriculation at the University, provided they complete the financial aid process and meet required deadlines.

**Joint Advising:**

Each party shall:

1. Monitor the academic performance of students enrolling under this Agreement, identifying problems, and working cooperatively to adjust course sequence and content so that the students can transfer with no academic disruptions.
2. Arrange transfer meetings to update major course equivalencies between University and College on a regular schedule.
3. After consultation with the College, University advisors will work to provide transfer guidelines that indicate courses the transferring student should complete at the College.
4. In concert with the College, University advisors will review the performance of the College students who intend to matriculate at the University and assess such students' academic preparation.
5. Notify each other concerning any contemplated curricular changes that would materially affect the notifying party's performance under this Agreement.

**Joint Promotion and Student Outreach:**

Each party shall:

1. Publicize this Agreement and the Articulation Agreement Fact Sheet (Appendix B) among the respective students and faculty.
2. Both parties agree on joint advertisement upon consultation and an agreed upon promotion and marketing plan to avoid duplication and to maximize recruitment efforts. Without limiting the generality of the foregoing provision of this section, and notwithstanding any term or condition to the contrary contained in this Agreement, the College shall not: (i) distribute any University-related marketing in any form, including but not limited to translated versions of such materials, without prior review

and written approval by the University of any such materials; or (ii) distribute any other documents or materials describing the University, including but not limited to its programs, facilities, policies, procedures, standards, fees and expenses, unless such materials have been reviewed and approved in advance by the University in each instance; or (iii) make any representations relative to the University which conflict with the materials provided by and/or approved by the University; or (iv) make any promises or representations regarding the University relative to matters which are not expressly covered in the materials provided and/or approved by the University, without first obtaining the University's written consent. Notwithstanding the foregoing, the College will be entitled to re-use for the Term, solely for the proper purposes of conducting its business as contemplated by this Agreement, marketing materials containing University pre-approved text, designs and University trademarks and related indicia, without seeking specific additional permission and shall have the right to combine elements from various pre-approved materials without seeking additional approval.

3. The College will allow a University representative to provide information to students at all of College's locations at least once per semester.

#### **Reverse Transfer:**

1. This transfer articulation agreement will be honored in the event students from the College transfer to the University prior to graduation from the College and then subsequently complete their Associate degree through the reverse transfer process.
2. In turn, students who initially unsuccessfully applied to the University, or admitted students who choose not to attend, are eligible to complete their Associate degree at the College and transfer to the University.
3. The University will work collaboratively with the College to communicate with students regarding reverse transfer opportunities prior to degree completion, so that the reverse transfer process can be activated.

#### **Both Parties agree:**

1. **Confidentiality.** During the course of performance of this Agreement, either party (the "Receiving Party") may be given access to information that relates to the other party's (the "Disclosing Party") past, present and future research, development, business activities, products, services, technical knowledge and personally identifiable student and employee information. All such information shall be deemed to be "Confidential Information" unless otherwise indicated by the Disclosing Party in writing at or after the time of disclosure. Receiving Party may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. The terms of this Section shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, it is acknowledged by the University that the College is subject to the New York State Freedom of Information Law, as set forth in Public Officers Law, Article 6, which mandates public access to government records. Each party hereby acknowledges and agrees that the other party shall have the obligation to disclose only such information as is required by law and that any such disclosure will be limited to the extent that the disclosing party considers proper under the law. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such

party shall promptly notify the party whose information is being provided or disclosed.

2. Neither party is authorized to use or distribute the other institution's logo and/or name for marketing in any form, including, but not limited to translate versions of materials, without prior review and written approval by the other institution.
3. Each institution will designate a representative who will coordinate and monitor the Agreement.
4. An appropriate official from each institution will review this Agreement annually and make changes that are mutually agreed to by the parties as needed. No changes shall become effective unless expressed in writing and signed by representatives from both parties.
5. Termination. This Agreement will automatically renew on the anniversary of the date it becomes fully executed by both parties unless terminated by either party in accordance with the provisions in this paragraph. Either party may terminate the Agreement at any time by written notice at least one year in advance of the renewal date. It is understood that such termination will not apply to students already accepted to the University under the terms of this Agreement, even though not yet enrolled.
6. Compliance with Laws. Each party warrants on its behalf and that of its contractors, employees, and agents that it shall comply with all applicable Federal, New York State, and local laws, ordinances, rules, regulations, and codes.
7. No Employment Relationship Created. It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the University, on the one hand, and the College and/or any of the College's employees, on the other, nor does it create a joint relationship or partnership between the parties hereto. The parties' relationship is solely and exclusively that of independent contractor. Except as specifically permitted in this Agreement, neither party shall use the name or trademarks of the other party or incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.
8. Cooperation. The parties agree to cooperate with each other in connection with any internal investigations by the University or by the College of possible violation of their respective policies and procedures and any third party litigation, except that the University shall not be required to have any contact with any Union or Union representatives of the College's employees or subcontractors or participate in any Union grievance or other proceedings relative to the College's employees or subcontractors except as a fact witness.
9. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, neither party shall not be liable, nor shall any credit or other remedy be extended, for such party's failure, in whole or in part, to fulfill its obligations under this Agreement where such failure arises from or in connection with causes reasonably beyond such party's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power

or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the materially adversely-affected party (ies) shall be excused from performance hereunder for the duration of the Force Majeure Event.

**10. Severability.** If a court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect and the parties shall amend this Agreement to give effect to the stricken clause to the maximum extent possible.

**11. No Third Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

**12. No Waiver.** Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

**13. Governing Law and Jurisdiction.** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of New York, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with the Agreement shall be conducted in a court of appropriate jurisdiction in the Borough of Manhattan, City of New York.

**14. Notices.** All notices to University in connection with this Agreement shall be sent to:

Provost Vanya Quiñones  
One Pace Plaza  
New York, NY 10038

with simultaneous copies (which copies do not themselves constitute notice) to:

Joseph A. Capparelli  
Vice President for Finance  
Pace University  
100 Summit Lake Drive  
Valhalla, NY 10595

and

Pace University Counsel  
One Pace Plaza  
New York, NY 10038

All notices to College in connection with this Agreement shall be sent to:

President  
Westchester Community College  
75 Grasslands Road  
Valhalla, New York 10595

with a copy to:

County Attorney  
Michaelian Office Building  
148 Martine Avenue, Room 600  
White Plains, New York 10601

**PACE UNIVERSITY**

By: 

Name: Marvin Krislov

Title: President

Date: September 24, 2019

By: 

Name: Vanya Quiñones

Title: Provost & Executive VP for  
Academic Affairs

Date: September 24, 2019

**WESTCHESTER COUNTY  
COMMUNITY COLLEGE**

By: 

Name: Dr. Belinda S. Miles

Title: President

Date: September 24, 2019

By: 

Name: Dr. Vanessa Morest

Title: Provost & VP of Academic Affairs

Date: September 24, 2019

**Appendix A: Sample Course Equivalencies and Upper Level Courses**

Matriculation Agreement Worksheets  
Community College Name: Westchester Community College

Maximum Number of Credits that can  
be Transferred in: 68

Matriculation Agreement Worksheets  
Community College Name: Westchester Community College  
Majors in the Lubin School of Business

**Westchester courses with Pace Transfer  
Equivalency**

**Maximum Number of Credits that can  
be Transferred in: 68**

<b>Community College Course</b>	<b>Credits</b>	<b>Pace University Equivalency</b>	<b>Credits</b>
General Education Requirements		UNV Core	
ENG 101 Writing and Research	3	ENG 110 Composition	3
COMM 109 Speech Communication	3	COM 200 Public Speaking	3
ENG 102 Writing and Literature	3	ENG 120 Critical Writing	3
MATH College 4 credit MATH MATH 135 or Upper Level ECO 215 Int'l Eco	3/4	Quantitative Reasoning Sequence	3
CIS 110 Computer Information Systems	3	CIS 101 Computer Information Systems	3
Natural Sciences (lab)	4	Lab Science (eg. BIO 123)	4
GENED American History or Western Civ	3	ANT, ART, COM, CRJ, ENG, HIS, LIT PHI, POL, PSY, RES, SOC, THR, WS	3
GENED Language or World Civ.	3	Second Language Proficiency – not required with more than 25 credits	3
<b>Total Courses for Potential Transfer</b>	<b>25/26</b>	<b>Total Potential Pace Credits to Transfer</b>	<b>25</b>

<b>Community College Course</b>	<b>Credits</b>	<b>Pace University Equivalency</b>	<b>Credits</b>
Degree Requirements		UNV and Business Core	
ECON 101 Macroeconomics	3	ECO 105 Macroeconomics	3
ECON 102 Microeconomics	3	ECO 106 Microeconomics	3
ACC 119 Financial Accounting	4	ACC 203 Financial Accounting	4
ACC 120 Managerial Accounting	4	ACC 204 Managerial Accounting	4
LAW 101 Business Law	3	LAW 150 Business Law I	3
MGT 215 Global Business	3	MGT 240 International Management	3
MGT 101 Business Organization & Mgt.	3	BUS 101 Contemporary Business Pract.	3
MGT 201 Principles of Management	3	MGT 150 Managerial and Org. Concepts	3
MKT 101 Marketing	3	MKT 201 Principles of Marketing	3
ELECT Elective Take MATH 140 Statistics	4	MAT 117 Elementary Statistics	4

BUS ELECT: FIN 203 and one additional	6	FIN 260 and 1 additional	6
Total Credits for Potential Transfer	39	Total Potential Pace Credits to Transfer	39
<b>Maximum Number of Credits for Transfer</b>	<b>68</b>	<b>Credits for Transfer to Pace</b>	<b>64</b>

To obtain a complete list of Transfer Credit Equivalencies please go to <https://appsrv.pace.edu/tceweb> Students are encouraged to contact Pace University's Office of Undergraduate Admission for further assistance.

### Degree Completion for Pace University

#### Remaining Pace University Courses for Degree Completion BBA Major and Additional Requirements

<b>Pace University Courses Required For BBA Major In Business</b>	<b>Credits</b>	<b>Pace Additional Requirements 53 credits in liberal arts</b>	<b>Credits</b>
MGT 226 Business Analytics	3	ENG 201 Writing in the Disciplines	3
MGT 490 Business Strategy	3	MAT104 Finite Math	3
BUS 255 (recommended)	1	Civic Engagement & Public Values	3
		MAT111 or Upper Level MAT or ECO	3
<b>Total</b>	<b>7</b>		<b>12</b>
Major Requirement for MGT, MKT, FIN	18-24	Liberal Arts, Minor or Elective Credits	8-19
Additional Credits for Business Analytics, Accounting	3-13		

<b>Total Credits for Degree Completion</b>	<b>128</b>
--	------------



## Appendix B: College/Pace University Articulation Agreement Fact Sheet

### Guaranteed Transfer Criteria:

Students who are graduating from College with an Associate of Science/Arts are eligible for the College/Pace University Articulation leading to a Bachelor of Science/Arts in the appropriate programs at the University.

In this program, students who complete their College Associate Degree with a cumulative grade point average of 2.5 (or better) are guaranteed admission to Pace University.

### Standard Program:

Upon enrollment at Pace, students from College who are admitted to the appropriate programs bearing the Associate Degree of Science/Arts are eligible to receive financial aid, based upon financial need and/or academic merit, on the same basis of any Pace University student. Students must file the Free Application for Federal Student Aid (FAFSA). The FAFSA must be completed and submitted to the Federal Government by the predetermined deadlines outlined by the United States Department of Education.

Transfer students from College are eligible for scholarships and grants based upon availability. More information regarding available grants and scholarships can be found on Pace University's website at <https://www.pace.edu/financial-aid/types-financial-aid/scholarships-grants>.

In addition to institutionally funded aid, students may qualify for need-based awards. Pace administers all Federal and State financial aid programs.

### Cooperative and Education Career Services:

Upon enrollment, transfer students are eligible to participate in programs and activities offered by Cooperative Education and Career Services. These include (but are not limited to) the Campus Interview Program for graduating students, career counseling, access to job search access, and the Cooperative Education Program.

### Additional Information

To apply go to [www.pace.edu/apply](http://www.pace.edu/apply).