Dual Admission Agreement

Pace University, Pleasantville and New York, New York And Rockland Community College, Suffern, New York

Effective July 2020

Pace University, a New York State not-for-profit education corporation ("Pace" or the "University") and Rockland Community College ("RCC" or the "College") hereby enter into the following agreement governing the matriculation of College students at the University's Baccalaureate Program.

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 and Guaranteed Acceptance:

- 1. Students of the College who complete the Associate of Arts (A.A.), Associate of Science (A.S.) or Associate of Applied Science (A.A.S.) degree with a minimum Grade Point Average of 2.50 shall be guaranteed acceptance to the University and shall transfer with junior standing.
- 2. Students admitted to Pace and who elect to matriculate at RCC beforehand must sign an RCC-Pace Intent to Enroll Form. Such students shall have dual admission to both RCC and Pace upon completion of the Intent to Enroll Form.
- Applicants to Pace who do not meet the University's requirements for admission must sign an RCC-Pace Intent to Enroll Form if they plan to transfer to Pace after earning an RCC associate degree. Upon completion of the Intent to Enroll they shall have dual admission to both RCC and Pace.
- 4. In all events matriculated students at RCC who intend to transfer to Pace must complete an RCC-Pace Intent to Enroll Form prior to the completion of thirty (30) credits at RCC.

Acceptance of Credits:

- 1. All courses in the transferring College student's degree major with passing grades shall be applied toward the completion of the articulated bachelor's degree major programs. (See Appendix for articulated programs)
- 2. A maximum of **68** credits shall be applied toward the completion of the articulated bachelor's degree programs.
- 3. Credits that do not count for requirements in the major shall count as elective credit toward the degree.

General Education/University-Core Credits:

For students who have completed the A.A. or A.S. degree at the College, the University shall waive the lower level general education/core requirements. Such students shall 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 exceptions to this statement are PACE: ENG 201 Writing in the Disciplines, a computing foundation course, and the Foreign Language Requirement (https://pace.smartcatalogiq.com/2017-2018/Undergraduate-Catalog/Academic/University-Core-Curriculum/Second-Language-Proficiency-Policy).

College students transferring with an A.A.S. degree may have additional lower level general education/core requirements at the University and shall be advised accordingly.

Matriculation and Financial Aid:

Matriculation at the University shall 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 ensure that students shall receive full consideration for financial aid upon matriculation at the University, provided they complete the financial aid process and meet required deadlines.

RCC graduates having a GPA of 3.2 or higher shall qualify for a PACE-RCC Transfer Student Scholarship of \$25,000 for full-time study in any major at either the Pace Westchester or New York City campuses. This award is renewable annually, provided students continue to maintain the 3.2 GPA.

Joint Advising:

Each party shall:

- 1. Advise both prospective and current students regarding all College and University programs that have been identified as pathways for transfer.
- 2. Monitor the academic performance of RCC students who have completed the RCC-Pace Intent to Enroll Form, identify problems, and work cooperatively to adjust course sequence and content so that the students can transfer with no academic disruptions.
- 3. Arrange transfer meetings to update major course equivalencies between University and College on a regular schedule.
- 4. Notify each other concerning any contemplated curricular changes that would materially affect the notifying party's performance under this Agreement.

In addition, Pace advisors shall:

1. Work in consultation with the College to provide transfer guidelines that indicate courses the transferring student should complete at RCC.

2. Review the performance of all RCC students who have completed the Intent to Enroll Form, assess each student's academic preparation in concert with the College, and advise accordingly.

While RCC anticipates most interactions between Pace advisors and RCC students shall take place virtually, the College shall provide office space to Pace advisors on an as needed basis.

Joint Promotion and Student Outreach:

Each party shall:

- 1. Publicize this Agreement and the Articulation Agreement Fact Sheet (Appendix B) among 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 shall 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 shall 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 shall 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. (See sections 2 and 3 under Admission and Guaranteed Acceptance.)
- 3. The University shall 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 "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 shall 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 shall designate a representative who shall coordinate and monitor the Agreement.
- 4. An appropriate official from each institution shall 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. <u>Termination</u>. This Agreement shall 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 shall not apply to students already accepted to the University under the terms of this Agreement, even though not yet enrolled.
- 6. <u>Compliance with Laws.</u> 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. <u>Force Majeure</u>. Notwithstanding anything to the contrary contained in this Agreement, neither party shall 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, or epidemics, pandemics, or other global health emergencies (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.

- 9. <u>Severability</u>. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. <u>Notices</u>. 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:

Provost Susan Deer Rockland Community College 145 College Road Suffern, New York 10910

with a copy to:

Venita D. Whidbee-Jordan
Principal Assistant County Attorney
County of Rockland, Department of Law
Office of the County Attorney
Allison-Parris County Office Building
11 New Hempstead Road, 3rd Floor
New City, New York 10956

PACE UNIVERSITY

ROCKLAND COUNTY COMMUNITY COLLEGE

By:	Manu Kusla	By:	MABI-
Name:	Marvin Krislov, JD	Name:	Michael A. Baston, JD, EdD
Title:	President	Title:	President
Date:	July 30, 2020	Date:	July 30, 2020
By:		By:	Suren Deer
Name:	Vanya Quiñones, PhD	Name:	Susan Deer, PhD
Title:	Provost & Executive VP for Academic Affairs	_ Title:	Provost & Executive VP
Date:	July 30, 2020	Date:	July 30, 2020

Appendix A: Sample Course Equivalencies and Upper Level Courses

Matriculation Agreement Worksheets

Community College Name: Rockland Community College

Majors in the Lubin School of Business

Rockland courses with Pace Transfer Equivalency

Maximum Number of Credits that can be Transferred in: 68

Community College Course	Credits	Pace University Equivalency	Credits
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		ANT, ART, COM, CRJ, ENG, HIS, LIT	
or Western Civ	3	PHI, POL, PSY, RES, SOC, THR, WS	3
GENED Language		Second Language Proficiency – not	
or World Civ.	3	required with more than 25 credits	3
Total Courses for Potential Transfer	25/26	Total Potential Pace Credits to Transfer	25

Community College Course	Credits	Pace University Equivalency	Credits
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
Maximum Number of Credits for Transfer	68	Credits for Transfer to Pace	64

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

Pace University Courses Required For		Pace Additional Requirements	
BBA Major In Business	Credits	53 credits in liberal arts	Credits
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
Total	7		12
Major Requirement for MGT, MKT, FIN	18-24	Liberal Arts, Minor or Elective Credits	8-19
Additional Credits for Business Analytics,			
Accounting	3-13		

	1
Total Credits for Degree Completion	128

Appendix B: RCC/Pace University Dual Admission / Articulation Agreement Fact Sheet

Guaranteed Transfer Criteria:

Students who are graduating from RCC with an Associate of Science/Arts or Associate of Applied Science are eligible for RCC/Pace University Dual Admission and 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 with junior standing.

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.

RCC graduates having a GPA of 3.2 or higher shall qualify for a PACE-RCC Transfer Student Scholarship of \$25,000 for full-time study in any major, excluding the RN to BS in Nursing at Pace University. This award is renewable annually, provided students continue to maintain the 3.2 GPA.

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.