

Transfer Articulation Agreement
Pace University RN to Bachelor of Science with a Major in Nursing Program
Pleasantville and New York, New York
And
Westchester Community College

Effective September 2019

Pace University and Westchester Community College (the "College") hereby enter into the following agreement governing the matriculation of the College students at Pace University's (the "University") RN to Bachelor of Science with a Major in Nursing Completion Program. Admissions will be granted in accordance with the terms and conditions set forth hereinbelow to students who complete the Applied Associates Degree of Science in Nursing with a minimum Grade Point Average of 2.75 in the transfer curricula.

Pace University shall:

1. Accept College students as juniors provided they have achieved at their original institution a minimum grade of a "C" in all courses required for their major at University, have completed the courses set forth in Appendix A, which Appendix is hereby annexed hereto and by this reference made a part hereof, and satisfy all other University criteria for admission, as the same may be amended, modified, or withdrawn with or without notice.
2. Accept the required nursing courses at College that will be accounted for in the 30 Pre-Licensure credits awarded at Pace University as indicated in Appendix A – College Course Equivalencies and Pace Upper Level Courses.
3. Provide a list of Liberal Arts elective courses from which students should select to assist them in achieving the maximum of 68 transferrable credits from College.
4. After consultation with College, provide transfer guidelines that indicate courses the student should complete at the College.
5. Provide the opportunity for the College students to apply for early decision and acceptance to Pace University's RN to Bachelor of Science with a Major in Nursing Program starting in students last two semesters at the College. If accepted, students will be assigned to an academic advisor to assist in selecting courses that will best assist the students to maximize their potential 68 credit transfer from College. University's final acceptance decision is based in part upon receipt of the final College Official Transcript.

College shall:

1. Publicize the agreement and the Articulation Agreement Fact Sheet (Appendix B) among its students and faculty. Notwithstanding any term or condition to the contrary contained in this Agreement, 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 University of any such materials; or (ii) distribute any other documents or materials describing 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 University in each instance; or (iii) make any

representations relative to University which conflict with the materials provided by and/or approved by University; or (iv) make any promises or representations regarding University relative to matters which are not expressly covered in the materials provided and/or approved by University, without first obtaining University's written consent. College hereby warrants to University the accuracy of any College-fostered translation of such materials, and College agrees to be responsible for any complaints or claims brought against College or University from prospectively eligible students or other third parties arising from any inaccuracies in such College-fostered translation of such materials.

2. Review the performance of the College students who intend to matriculate at University and to assess the students' academic preparation;

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

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.

3. Notify each other concerning any contemplated curricular changes that would affect the future of this agreement.

Miscellaneous

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 WCC 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. Consultant hereby acknowledges and agrees that WCC shall have the right to disclose only such information as is required by law and that any such disclosure will be limited to the extent that the WCC 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. **Termination.** The Agreement may not be renewed without the written consent of the parties. Either party may terminate the Agreement upon thirty (30) days' prior written notice to the other party.
3. **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, State and local laws, ordinances, rules, regulations and codes.
4. **No Employment Relationship Created.** It is understood and agreed between the parties that the Agreement is not intended to nor does it create an employment contract between University, on the one hand, and College and/or any of 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.
5. **Cooperation.** The parties agree to cooperate with each other in connection with any internal investigations by University or by College of possible violation of their respective policies and procedures and any third party litigation, except that Pace shall not be required to have any contact with any Union or Union representatives of College's employees or subcontractors or participate in any Union grievance or other proceedings relative to College's employees or subcontractors except as a fact witness.
6. **Force Majeure.** Notwithstanding anything to the contrary contained in the 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 adversely-affected party(ies) shall be excused from performance hereunder for the duration of the Force Majeure Event.
7. **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.
8. **Notices.** All notices to University in connection with this Agreement shall be sent to:

[NAME, TITLE, AND ADDRESS OF RELEVANT PACE CONTACT(S)]

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

Pace University
One Pace Plaza
New York, NY 10038
Attn.: Vice President for Finance

and

Pace University
One Pace Plaza
New York, NY 10038
Attn.: University Counsel

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

9. 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.

10. 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.

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.

PACE UNIVERSITY

**WESTCHESTER COUNTY
COMMUNITY COLLEGE**

By: Paul F. Kelley
Name: Paul F. Kelley
Title: Assistant Controller
Date: 2/28/19

By: Belinda Smith
Name: Belinda Smith
Title: President
Date: 3-6-19

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

Community College Course	Credits	Pace University Equivalency	Credits
Completion of AAS in Nursing	30	NCLEX-RN	30
BIOL 121 Anatomy & Physiology 1	4	BIO 152 Anatomy & Physiology 1	4
BIOL 123 Anatomy & Physiology 2	4	BIO 153 Anatomy & Physiology 2	4
BIOL 221 General Microbiology	4	BIO 264 Microbiology	4
ENG 101 Writing and Research	3	ENG 110 English Composition	3
PSY 101 Introduction to Psychology	3	PSY 112 Introduction to Psychology	3
MAT 117 College Quantitative Reasoning	3	MAT 102 Mathematics for Life	3
NUTR 109 Nutrition (Nursing)	3	BIO 125 Biological Aspect of Nutrition	3
Total Courses for Potential Transfer	54	Total Potential Pace Credits to Transfer In	54
Maximum Number of Credits for Transfer*	68	Maximum Number of Credits for Transfer	68

*Students are encouraged to take an additional 14 Credits at WCC prior to transfer to Pace University to maximize the 68 credit transfer potential. Please see suggested course list on page 8.

Pace University Upper Level Core

Pace University Core RN to BS with a Major in Nursing Courses

Pace University Courses Required For BS Major In Nursing		Liberal Arts Requirements	
NURS 481: Core Competencies for Multidimensional Care	3	PSY 205 Statistics in Psychology and Allied Fields (Pace Core Education Requirement) or a Liberal Arts Requirement if Core Completed	3
NURS 482: Evidence-based Practice for Healthy Aging	3	ENG 120 Critical Writing (Pace Core Education Requirement) or Liberal Arts Requirement Course if Core Completed	3
NURS 483: Cultural Mindfulness	3	Liberal Arts Requirement Course	3
NURS 484: Improving the Health of a Population: Nursing's role in Advocacy, Policy, and Politics	3	Liberal Arts Requirement Course	4
NURS 485: Innovation and the Art of Leadership and Management	3	Liberal Arts Requirement Course	3
NURS 486: Population Health in the Global Environment	3	Liberal Arts Requirement Course	3
NURS 498: Spirit of Inquiry: Nursing Research and Evidence-based Practice	3	Liberal Arts Requirement Course	3
Nursing Elective	3		
Nursing Elective	3		
Nursing Elective	3	Total Liberal Arts Requirements	22
Total Major Associated Credits	30		

Total Credits for Degree Completion	120
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Additional courses students can take at Westchester Community College to achieve the full 68 credit transfer potential.

Westchester Community College Course	Credits	Pace University Equivalency	Credits
ANTHR 101 Cultural Anthropology	3	ANT 101 Introduction to Anthropology	3
ANTHR 210 Religions of the World	3	ANT 296P Topic: Culture and Religion	3
ART 103 Painting I	3	ART 145 Painting I	3
ENG 102 Writing and Literature *Strongly Recommended*	3	ENG 120 Critical Writing *	
CHEM 121 General Chemistry I	3	CHE 101 Introduction to Chemistry I	3
CHEM 125 General Chemistry II	3	CHE 102 Introduction to Chemistry II	3
COMM 109 Speech Communication	3	COM 200 Public Speaking	3
ENG 115 Creative Writing	3	ENG 223 Creative Writing	3
FILM 109 American Cinema	3	FSS 202 History of Film	3
HIS 106 Global His from 1648	3	HIS 108 World History after 1650	3
HSERV 102 Hum Behav & Soc Dev/Lifespan	3	PSY 375 Lifespan Development	3
HSRV 200 Ethic & Cultural Diversity	3	PSY 215 Psych of Cultural Diversity	3
MATH 113 Statistics *Strongly Recommended*	4	MAT 134 Intro to Probability & Statistics *	4
PHIL 150 Logic	3	PHI 253 Logic	3
PHIL 160 Ethics	3	PHI 115 Normative Ethics: Contemporary Problems	3
PSYCH 103 Abnormal Psychology	3	PSY 320 Abnormal Psychology I	3

To obtain a complete list of Transfer Credit Equivalencies please go to <https://appsrv.pace.edu/tceweb> Students are encouraged to reach out to Pace University's RN to Bachelor of Science with a Major in Nursing Program's Academic Team for further advice.

Please note that courses that are marked with an asterisk (*) are courses that address the Core Education requirements at Pace University.

Appendix B: College/Pace University Articulation Agreement Fact Sheet

Guaranteed Transfer Criteria:

Students who are graduating from College with an Applied Associates Degree of Science in Nursing are eligible for the College/Pace University Articulation leading to a Bachelor of Science with a Major in Nursing.

In this program, students who complete their College Associate Degree with a cumulative grade point average of 2.75 (or better) are guaranteed admission to Pace University RN to Bachelor of Science with a Major in Nursing Completion Program.

Standard Program:

Upon enrollment at Pace, students from College who are admitted bearing the Associates Degree of Science in Nursing 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 at Pace University's Advancing Leadership and Scholarship office.

<https://www.pace.edu/college-health-professions/about-center-excellence-als>

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 Opportunities for Transfer Students

Upon enrollment at Pace University's RN to Bachelor of Science with a Major in Nursing Completion Program, students who have a Grade Point Average 3.0 or higher are eligible to take up to 4 graduate core courses (NURS 681, NURS 801, NURS 802, and NURS 803), which apply to both a Bachelor and a Masters Degree, depending on course availability and space. The tuition for these courses will be the same reduced tuition as all other courses in the Bachelor of Science with a Major in Nursing Program.

Additional Information

To find the application:

- Go to <https://appsrv.pace.edu/apply-ipace/>
- Select Start a New Application