

**TRANSFER AGREEMENT
BETWEEN
MONTCLAIR STATE UNIVERSITY
AND
WESTCHESTER COMMUNITY COLLEGE**

This Agreement is entered into by, and between, Montclair State University, located at 1 Normal Avenue, Montclair, New Jersey 07043, and Westchester Community College, 75 Grasslands Road, Valhalla, New York 10595, to articulate the procedure for a Transfer Program (“Program”) for students from Westchester Community College to Montclair State University. Montclair State University (“Montclair State”) and Westchester Community College (“WCC”) are also referred to herein as “Party” individually and “Parties” collectively.

1. PURPOSE

In the spirit of deepening our partnership and in service to the students we share, Montclair State will provide a new admissions initiative that aims to:

- Streamline a WCC student’s path to attain a four-year degree from Montclair State
- Identify individuals who are eligible to be students at WCC and Montclair State
- Provide an alternate path to Montclair State for WCC students who may not have been prepared to enroll in Montclair State upon high school graduation

WCC will achieve these aims by entering into this Agreement and working collaboratively to identify students in a specific population of NY high school graduates who wish to earn an Associate’s degree from WCC and a Bachelor’s degree at Montclair State in certain majors identified (“Program”) in this Agreement.

2. TERM OF AGREEMENT

This Agreement shall commence immediately upon the signatures of both Parties. Either Party has the right to terminate this Agreement on thirty (30) days prior written notice to the other Party. In the event of a breach of any provision of this Agreement by one Party, the other Party shall have the right and option to give the breaching Party written notice of the breach. In the event that the breaching Party fails to remedy the breach within thirty (30) days of the receipt of such written notice, the other Party may, at its sole option, terminate this Agreement. If students are enrolled in the Program and actively pursuing their degree at WCC when this Agreement is terminated, Montclair State will, subject to compliance with all other terms of this Agreement and applicable Montclair State policies and procedures, accept transfer credit of a student toward a Bachelor’s degree in the Programs pre-identified by Montclair State in this Agreement. The Parties agree to review the Agreement once every three (3) years, starting from the effective date, to amend the Programs and major offerings, and adjust the terms of the Agreement as needed. If not reviewed during this time period, the Agreement will automatically terminate on the date of the fourth annual anniversary from the effective date.

3. IDENTIFYING STUDENTS ELIGIBLE TO PARTICIPATE IN THE PROGRAM

To participate in the Program, applicants must fall into one of two groups:

Group A: Students who enrolled at WCC in the fall 2018 semester or after and who are pursuing and will earn an Associate's degree ("AA, AS").

Group B: Students from WCC who applied for admission to Montclair State as first-time, full-time freshmen for the fall 2019 semester, and in each semester thereafter during the period in which this agreement is in effect, but who were not offered admission by Montclair State .and are enrolled as first time freshmen at WCC, and who are pursuing an AA, AS.

Students in either of these categories will be eligible to pursue transfer to Montclair State upon completion of the AA, AS and will be considered for admission to Montclair State on the condition the students fully satisfy Montclair State's admissions criteria after the degree is awarded by WCC.

4. ADMISSIONS CRITERIA & APPLICATION PROCESS

In order to be eligible for the Program, students must demonstrate they meet the following admissions criteria and application process:

Criteria:

- 1) Students must be awarded the Associate of Arts or Associate of Science by WCC.
- 2) Students must have a minimum cumulative GPA of 2.75.
- 3) Students must select a major from the list of approved programs listed in Section 5 of this Agreement.

The application process:

Students from Cohort Group A:

Prior to completing the AA, AS, students transferring through the Program must identify themselves with the appropriate office to be determined at WCC. After this occurs, WCC and Montclair State will work collaboratively to streamline and automate the transfer process for the student. Accordingly:

- 1) Provide a link that allows students to opt-in to the transfer program. This opt-in agreement will provide student consent for WCC to share student contact information with Montclair State.
- 2) WCC will provide the Montclair State Office of Undergraduate Admissions with transcripts upon request for each student seeking to transfer to Montclair State under the Program.
- 3) The application fee will be waived by Montclair State for students seeking to transfer from WCC in connection with the Program.
- 4) Montclair State will reach out to students seeking to transfer from WCC to proactively in the event that additional information is needed to complete their transfer record (i.e. official transcripts from an institution other than WCC).

Students from Cohort Group B:

Students from Cohort Group B will indicate their interest in participating in the Program by replying to the offer made by Montclair State at the time of their rejection from the University. Montclair State will collect this information and share it with WCC. After the student has matriculated at WCC, s/he will follow the same procedure as outlined above for Cohort Group A. Students must comply with all Montclair State application deadlines.

5. APPROVED MAJORS AND ACADEMIC PROGRAMS INCLUDED UNDER THE TERMS OF THE AGREEMENT

Students must select from the following list of academic programs in order to be considered for admission to the Program.

College of the Arts

- Visual Arts (Bachelor of Arts)
- Fashion Studies
- Theatre Studies

College of Education and Human Services

- Public Health
- Nutrition and Food Sciences: General

College of Humanities and Social Sciences

- Anthropology
- French
- German
- History
- Justice Studies
- Linguistics
- Political Science
- Psychology
- Sociology
- Spanish
- Spanish: Concentration in Translation
- Italian

College of Science and Mathematics

- Earth & Environmental Science
- Mathematics

School of Business

- Economics (Bachelor of Arts)

Note: Students are restricted to applying to the above specific programs because they represent those which have approved two-year completion plans in place. This list may be subject to change, by additions or deletions, upon thirty (30) days' advance notice by the party initiating the change to the other party, as curricula are changed. Additionally, "restricted majors"—which have higher admissions requirements—are not an eligible major in this Program.

6. BENEFITS OF THE PROGRAM: SPECIAL CONSIDERATIONS AND PROVISIONS

Waiver of the General Education Requirement & Responsibilities for Degree Completion: Students who have earned an Associate's of Arts (AA) or Associate's of Science (AS) degree will receive a waiver of the Montclair State General Education Requirement.

120 credits are required to complete a degree at MSU. Students transferring from WCC and accepted for admission by Montclair State will be granted Junior standing, and no more than

sixty (60) credits from WCC will be accepted in transfer by Montclair State. Students will be required to complete a minimum of sixty (60) credits at Montclair State and must comply with MSU's posted residency requirements.

Guaranteed housing: Students transferring from WCC to the Program who require on-campus housing shall be provided housing by Montclair State on the condition the student submits a housing application and non-refundable housing deposit by the deadline imposed by Montclair State for the semester for which the student intends to transfer. Housing is subject to availability and adequate annual appropriations.

In-state tuition: Students transferring from WCC and participating in the Program who are admitted to Montclair State University shall be provided a scholarship by Montclair State to reduce tuition to the NJ in-state tuition rate in effect at the time of their admission. In-state tuition rates are subject to change per approval of the Montclair State Board of Trustees.

Reverse transfer: In the event students from WCC transfer to Montclair State prior to completion of their WCC associate's degree, WCC will offer students the opportunity to obtain their associate's degree at WCC so that credits may be transferred to Montclair State.

Subject to the student's consent, Montclair State will share the student's education records with WCC for the associate's degree completion.

7. JOINT RESPONSIBILITIES FOR STUDENT SUCCESS

Beyond a streamlined transfer process, the Program is meant to engender a closer relationship between WCC and Montclair State for the joint purpose of promoting student success. Toward this end and subject to the availability of sufficient annual appropriations, Montclair State is committed to providing support to students who have been identified as part of the Program throughout the full four years of their undergraduate study.

- Montclair State will collaborate with WCC on initiatives related to academic advising, career services, student life and engagement, and other areas that support the student experience.
- Montclair State representatives will regularly meet with WCC to facilitate student success, and WCC students will be invited to the Montclair State campus to participate in events and activities.
- WCC and Montclair State commit to creating activities during each semester related to the aforementioned initiatives, workshops, and events.
- Montclair State and WCC both agree to provide and maintain appropriate information and linkages about the Program on their respective websites.

Montclair State will provide WCC annually with statistics regarding transfer students from WCC. Data requested includes: number of applications, enrollments, transfer credits, majors, GPAs, financial aid awarded outside of state/federal aid, as well as completion statistics.

- Through this comprehensive and collaborative approach, which seeks to nurture and educate the whole student, WCC and Montclair State enter into this Agreement to create a student success model that focuses on four-year degree attainment by the student, and recognizes and values the Associate's degree issued by WCC as an important component of this process.

8. MISCELLANEOUS

- A. Non-Discrimination. Each Party agrees that, in performance of this Agreement, the Program will be administered without discrimination toward any patient, employee or other person regardless of their race, creed, color, nationality, national origin, ancestry, disability, marital status, sex, gender identity or expression, affectional or sexual orientation, domestic partnership or civil WCC status, handicap, age, pregnancy status or military status. Both Parties shall comply with all Federal and State statutes, and all rules and regulations promulgated thereunder concerning discrimination, including, but not limited to, the Civil Rights Act of 1964, 42 U.S.C.A. § 2000 *et seq.* and the New Jersey Law Against Discrimination, in connection with their respective obligations pursuant to this Agreement.
- B. Notice. Whenever, under the terms of this Agreement, notice is required or permitted to be given by any Party to any other Party, such notice shall be in writing and shall be deemed to have been duly given, made and received if it is (1) delivered by recognized overnight courier service which provides a receipt against delivery; or (2) delivered by certified or registered mail, postage prepaid, return receipt requested, to the other Party at the address set forth below. Either Party may change its respective address by written notice in accordance with this Paragraph.

If to Montclair State:

Dr. Willard Gingerich, Provost & Vice President for Academic Affairs
Montclair State University
1 Normal Avenue
Montclair, New Jersey 07043

If to WCC:

Dr. Vanessa Morest, Provost & Vice President for Academic Affairs
Westchester Community College
75 Grasslands Road
Valhalla, New York 10595

- C. Modifications. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by the Parties.
- D. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party and any attempted or purported assignment shall be null and void and of no effect.

- E. Section Headings. Section headings as used herein are for convenience only and shall not affect the construction of this Agreement.
- F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of law principles. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in the State of New Jersey, and both Parties hereby consent to the jurisdiction of the state courts of the State of New Jersey.
- G. Severability. The provisions of this Agreement are severable and the invalidity of any provision shall not affect the validity of any other provision.
- H. Further Assurances. Each of the Parties covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.
- I. Waiver. The waiver by either Party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provisions itself.
- J. Survival. Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement shall survive any termination or expiration of the Agreement.
- K. Entire Agreement. This Agreement is the entire Agreement between the Parties relating to the Program. The Parties acknowledge and agree that they have not made any representations inducing the execution and delivery hereof, except such representations as are specifically set forth herein.
- L. No Third-Party Rights Created. Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto. This Agreement is not a third-party beneficiary contract and confers no rights upon any students or employees of the parties.
- M. Counterparts. This Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties.
- N. Americans With Disabilities Act – Company shall comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 1.4 accessibility of online content and functionality will be measured according to the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.
- O. TORT CLAIMS ACT. MSU is an agency of the State of New Jersey. Any agreement or arrangement signed or entered into on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Torts Claims Act, NJSA 59:1-1 et seq., the New Jersey Contractual Liability Act, NJSA 59:13-1, et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its agencies and employees is covered under the

terms and provisions of the New Jersey Tort Claims Act. The Act also creates a special self-insurance fund and provides for payment and claims against the State of New Jersey against its employees for which the State of New Jersey is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the University or its employees should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard Hughes Complex, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self funds for Workers Compensation and Disability.

- P. FERPA. WCC and MSU agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act.
- Q. If one party believes the decision of the other was not consistent with this Agreement, the parties shall consult with each other and seek to achieve resolution of the matter. If the parties cannot achieve resolution of the matter, the dispute may be submitted to arbitration for dispute resolution. An arbitration panel comprised of three persons and three alternates. One member and alternate of the Panel shall be former academic officers nominated by MSU; one member and alternate of the Panel shall be former academic officers nominated by WCC; and one member and alternate of the Panel shall be nominated by the Commission on Higher Education. The alternate member shall serve whenever the regular member is unavailable or has a current or prior affiliation with one of the institutions involved in the dispute. The costs of the dispute resolution process shall be borne equally by the parties involved in the appeal.
- R. If MSU rejects a WCC student from admission to the Program under this Agreement, the student shall be provided the right to appeal MSU's decision. The student must submit the appeal in writing with an explanation in support of his/her request to be reconsidered for admission, including but not limited to, information in support of their candidacy that was not available or presented previously. The appeal must be submitted by the student to the MSU program director within 30 days of receiving the decision. MSU will provide a decision to the student within 60 days of receipt of the appeal. The decision of MSU will be final. WCC will be informed of the nature of the appeal and the decision by MSU.
- S. Montclair State University will not be liable for performance delays or for non-performance due to unforeseen events such as acts of God, war, riot, national or state emergencies, epidemic, labor dispute, fire, casualty, natural disaster, power failure or other circumstances beyond the University's reasonable control ("Force Majeure"). In the event of Force Majeure, the University shall send notice to WCC indicating those obligations, in whole or part, that cannot be performed as a result of Force Majeure, and the expected duration of the inability to perform. If Force Majeure exists for a period of 30 days or longer, either party may elect to reschedule or terminate the Agreement. If either party elects to reschedule, the sole remedy provided to the other party shall be satisfaction of the obligations on a mutually agreeable date in the future and, and a credit of amounts previously paid. In the event the University elects to terminate, the parties shall have no further obligation to each other except for payment obligations pro-rated to the date of termination. The University's

obligation to make or refund payments to the other party shall be subject to the availability of annual appropriations by the State of New Jersey sufficient to meet all of the University's annual payment obligations.

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By affixing their signatures below, the parties agree to the terms and conditions of this Agreement.

For Westchester Community College:



Vanessa Morest, Ph.D.
Provost and Vice President
Academic Affairs

Date: 8.12.20



Belinda S. Miles, Ed.D.
President

Date: 8.14.20

For Montclair State University:



Willard Gingerich, Ph.D.
Provost and Vice President for
Academic Affairs

Date: 9/30/2020



Karen L. Pennington, Ph.D.
Vice President, Student Development
& Campus Life

Date: 9/30/2020