Principal Articulation Agreement Between

NEW YORK INSTITUTE OF TECHNOLOGY And

College of Mount Saint Vincent

This Principal Articulation Agreement between the New York Institute of Technology, located at the Long Island and New York City campuses (herein "New York Tech") and the College of Mount Saint Vincent, located at 6301 Riverdale Avenue, Riverdale, NY 10471 (herein "CMSV") will serve as a guiding document for use by students and administrators of both institutions in understanding the academic relationship between the schools.

- Admission: CMSV and New York Tech agree that the offer of admission is subject to the following terms and conditions: a) that CMSV students confirm their intent to enroll by completing the transfer admissions application with transcript to NYIT by March 1 of their junior year at CMSV; b) CMSV students must meet the admissions criteria for NYIT as stated in the current NYIT catalogue including a cumulative GPA of 2.5. The application process will be simplified for joint admissions candidates for programs listed in this agreement; the following usual requirements will be waived: application fee, essay, and letters of recommendation; c) that CMSV students forward to New York Tech an official CMSV transcript prior to registration at New York Tech, the cost of said transcript to be paid by the student.
- Transfer of Credits: CMSV students who matriculate at New York Tech as full-time students (taking at least 12 credit hours per semester) will be eligible to receive up to 77 transfer credits (depending on major) at New York Tech as per individual program schedules that will be continuously created and updated. Wherever possible, course substitutions will be made for New York Tech requirements to ensure maximum transferability of credit for CMSV students. The fee for the evaluation and application of prior learning credit will be waived for CMSV transfer students.
- <u>Priority Registration</u>: CMSV transfer students who have been admitted to New York Tech's programs will be afforded Priority Registration Days or Enrollment Days to provide optimal opportunity for desired course registrations/schedules.
- <u>Financial Aid</u>: CMSV students should file a FAFSA for the year they plan to attend New York Tech. Upon receipt of a completed FASFA, students will receive a Financial Aid Estimate within seven (7) business days of receipt of their FASFA and admission to New York Tech to allow for a clearer understanding of the cost of attending New York Tech.
- Transfer Scholarships: CMSV students who matriculate at New York Tech as full-time students (taking at least 12 credit hours per semester) will automatically be considered for a transfer scholarship if they meet the criteria below. Note that scholarship amounts and criteria are current as of the date this agreement is signed and may be subject to change. All CMSV students wishing to be considered for a scholarship must submit a FAFSA each year. While at New York Tech, they must

satisfactorily complete 12 credits each semester with no failing or incomplete grades, maintain a cumulative GPA as specified in their acceptance letter and meet satisfactory academic progress (SAP) requirements at all times. New York Tech scholarships are for tuition only, divided equally between fall and spring semesters. They are not applicable to summer session attendance.

Cumulative GPA	Transfer Achievement Scholarships
3.35-4.0	\$18,000
3.15-3.34	\$16,000
2.95-3.149	\$15,000
2.75-2.949	\$12,000
2.5-2.749	\$9,000

The amounts above are annual awards, renewable for two (2) years or four (4) semesters provided the student maintains the requisite cumulative grade point averages as outlined in the scholarship award letter or web site and maintains contiguous full-time matriculation.

As students progress to the graduate phase of the program at NYIT, they may be eligible for graduate scholarships. Scholarship updates and additional scholarship opportunities can be found at www.nyit.edu/admissions/nyit_scholarships

- <u>Career Center</u>: CMSV students who matriculate at New York Tech will automatically be eligible to take advantage of the services and workshops provided by New York Tech's Career Services. This includes access to an online job bank as well as participation in several on-site career fairs.
- New York Tech's Presence at College of Mount Saint Vincent: CMSV will host New York Tech representatives on CMSV's campus for New York Tech to promote its programs and this Principal Agreement.
- Sharing Information with CMSV Students: CMSV will provide newly admitted students, currently enrolled students and potential graduating students from its programs with information about this Principal Agreement and will also list New York Tech in any publications and/or websites that refer to articulation agreements. New York Tech agrees to transfer credits back to CMSV at the conclusion of the student's senior year so that CMSV may award an undergraduate degree to the student.
- <u>Faculty to Faculty Interactions</u>: Faculty at both CMSV and New York Tech will be encouraged to meet and exchange information and ideas in order to facilitate a smooth referral and transfer process for students between the institutions.

CMSV expressly acknowledges and agrees that it will not provide a commission, bonus or other incentive payment based in any part, directly or indirectly on success in securing enrollments or financial aid to any person or entity engaged in any student recruiting or admission activities or in making decisions regarding awarding funds.

This Principal Agreement will become effective December 1, 2020 for a term of five years through December 1, 2025 but will remain valid until a new agreement is updated and resubmitted. Either New York Tech or CMSV may withdraw from this Agreement (see "Cancellation" below). This Principal Agreement will be reviewed each year by both parties and can be amended only in writing.

This Principal Agreement is not a legally binding contract and is not enforceable in a court of law or before an arbitral tribunal. In the event of a dispute, the parties agree to establish a process for an amicable resolution.

MISCELLANEOUS

CANCELLATION

Either party to this agreement may cancel by formal notification to be received by August 1st in the year preceding the date of cancellation. All students who are enrolled in the program at the time of such notification shall be continued in the program and shall be eligible for acceptance by New York Tech under the terms of the agreement.

MUTUAL RESPONSIBILITIES

CMSV agrees to:

- (a) be responsible for promoting the Agreement to prospective and current students by providing information to the CMSV admissions staff, career planning and placement officers, and all student advisors.
- (b) keep students and advisors abreast of current information applicable to the Agreement.

New York Tech agrees to:

- (a) Designate a person who will serve as coordinator of this Agreement at New York Tech. The coordinator will:
 - (i) serve as a liaison between New York Tech and CMSV for any and all issues involving the Agreement.
 - (ii) inform appropriate personnel of the existence of the Agreement and encourage them to support it.

INDEMNITY/INDEPENDENT CONTRACTORS/ASSIGNMENT

New York Tech and CMSV agree to indemnify and hold each other harmless, as well as their trustees, officers, employees, agents, and representatives from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, to the extent that such claims, demands, actions, settlements or judgments are occasioned by the negligence, actions or omissions of New York Tech or CMSV, their agents, servants, employees or students, and vice versa.

It is understood that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between CMSV and New York Tech, but is rather an Agreement by and between independent contractors.

This agreement may not be assigned, delegated, or otherwise transferred by each party without the prior written consent of the other party.

FERPA

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than those associated with New York Tech or CMSV.

NON-DISCRIMINATION

The parties agree in this program to comply with all the federal, state, local and institutional laws, ordinances and applicable rules, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all applicable anti-discriminatory laws and policies.

AUTONOMY

New York Tech shall have sole authority to determine the number of persons enrolled in the programs conducted under the New York Tech banner in connection with this Agreement.

College of Mount Saint Vincent

Lynne Bongiovanni

Date

SVP for Academic Affairs/Dean of the College

College of Mount Saint Vincent

President

College of Mount Saint Vincent

New York Institute of Technology

12/10/2020

Date

Provost and Vice President for

Academic Affairs

New York Tech

12/10/2020

Date

President

New York Tech

Effective date: December 1, 2020

Addendum

See attached CMSV-New York Tech Curriculum Map